

Terms and Conditions for Online Training Courses

Please read the following important terms and conditions before you place an order for our Online Training Courses and check that they contain everything which you want and nothing to which you are not willing to agree.

Summary of a consumer's cancellation rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund in most cases. However you will lose this right to cancel if you have accessed the online course within the 14 day period.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'We', 'us' or 'our'** means Derivatives Documentation Limited; and
- **'You' or 'your'** means the person buying an online training course from us. Where the person buying an online training course is a business customer then reference to **you** or **your** also includes the employees of the business who are being provided with the online training course on behalf of the employing business.
- **'course materials'** means the various course materials comprising an online training course accessible via the Training Platform and which may be revised and updated from time to time.
- **'Terms'** mean these Terms and Conditions for Online Training Courses.
- **'Training Platform'** means the part of our website at <https://www.derivsdocu.com/> which provides access to our online training courses.

If you do not understand any of this contract and want to talk to us about it, please contact us by:

- Email: enquiries@derivsdocu.com (Monday to Friday: 9am to 5pm (London time)); or
- Telephone: +44 (0) 20 7060 1335 (Monday to Friday: 9am to 5pm (London time)).

Who are we?

We are Derivatives Documentation Limited (trading as Derivatives Documentation, a company registered in England and Wales under company number: 03223177.

Our registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire SG8 7BX.

Our principal place of business is at Octagon Point, St. Paul's, 5 Cheapside, London EC2V 6AA.

Our VAT number is GB 681696783.

1 Introduction

- 1.1 If you buy an online training course from us you agree to be legally bound by this contract.
- 1.2 You may only buy an online training course from us for use as a bona fide course participant for your own personal training and development use or as a business customer for the bona fide course participation for your own employee's personal training and development use.
- 1.3 This contract is only available in English. No other languages will apply to this contract.
- 1.4 When buying an online training course you also agree to be legally bound by our disclaimer and website terms of use (<https://www.derivsdocu.com/disclaimer/>) which forms part of this contract as though set out in full here.
- 1.5 These Terms apply solely in relation to our online training courses and they do not apply in relation to any of our other products and services including, without limitation, public and in-house training courses, consultancy or recruitment services.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
 - 2.1.1 read the acknowledgement email (see clause 5.3); or
 - 2.1.2 contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Our **Privacy Policy** is available at <https://www.derivsdocu.com/privacy/>.

- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us if you have a query or complaint about the use of your personal information.

4 Online Training Course Demonstration

If you are not sure whether any particular online training course is appropriate for your requirements then you may request access to a course demonstration by submitting a request online at <https://www.derivsdocu.com/online-training-demo/>.

5 Ordering an online training course

- 5.1 Below, we set out how a legally binding contract between you and us is made for the provision of an online training course.

- 5.2 If:

5.2.1 you are booking an online training course **as a consumer** then:

- (a) you make a booking by completing our online booking form which is available at <https://www.derivsdocu.com/book-online/>. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us. In any event, before you place your order you should check that the software requirements of your computer or device mean that you can access the online training course. Details of the software requirements are included under “Key Technical Information” on the following webpage - <https://www.derivsdocu.com/pricing-and-ordering/>; and
- (b) when you make a booking, at the end of the online booking process (e.g. when you click on the “Submit” button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

5.2.2 you are ordering an online training course **as a business** then:

- (a) if you are placing a booking for one employee then you may use the online booking form which is available at <https://www.derivsdocu.com/book-online/>. Clauses 5.2.1(a) and 5.2.1(b) shall continue to apply. You must state the full company name of the employing organisation; and
- (b) if you are placing a group booking which is any booking for more than one employee then you may either make a request via the online booking form which is available at <https://www.derivsdocu.com/book-online/> or contact us using the contact details at the top of this page whereupon we will provide details of any group booking discounts that may be available.

- 5.3 We may contact you to say that we do not accept your order. This is typically for the following reasons:

5.3.1 the online training course is no longer available;

5.3.2 you are not allowed to enrol on an online training course with us for any reason; or

5.3.3 there has been a mistake on the pricing or description of the digital content.

5.4 We will only accept your order for an online training course when:

5.4.1 we send to you our invoice (which is usually by email);

5.4.2 we have received payment in full for the invoice value in the currency of the invoice;

At this point:

5.4.3 a legally binding contract will be in place between you and us; and

5.4.4 we will provide you with an email confirming your access details to the whole of the online training course as soon as possible and in any case within one London business day (Monday to Friday excluding public or bank holidays) or such other future date as agreed between you and us.

5.5 If you are under the age of 18 you may not enrol on an online training course.

5.6 You acknowledge that you have provided us with accurate and complete registration information and that it is your responsibility to update us of any changes to that information (including your email address) by contacting us using the contact details at the top of this page.

6 No right to cancel

6.1 When you complete and submit an online booking form and we accept it, we then go on to issue an invoice and once that invoice has been paid:

6.1.1 you consent for access to the online training course to start immediately unless you and we have agreed to start the course access on a future date; and

6.1.2 you acknowledge that this means you lose your right to cancel if you access the course.

6.2 This means that once we have provided to you confirmation that the online training course (which will only be authorised once our invoice has been paid) is accessible for immediate use and either (1) 14 days have passed or (2) you have accessed the course within the initial 14 day period, you will not have the right to cancel this contract and you will not be entitled to a refund unless the online training course is faulty.

6.3 This does not affect the rights you have if the online training course is faulty.

7 Online Training Course – Course Program

7.1 Our Online Training Courses operate as follows.

7.1.1 **Time Based Access.** All our online training courses are provided on a limited time based access. Our online training courses which are described as “long courses” will typically require 30 – 40 hours for you to complete and our online training courses which are described as “short courses” will typically require around 4 hours for you to complete. However, you must complete the course by the end of the course

timetable. The course timetable will operate from the date we send you an email providing you with access to the course in accordance with clause 5.4 up to the date:

- (a) in relation to short courses, for a period of two months; and
- (b) in relation to long courses, for a period of four months.

If you do not complete the course by the end of the above stated course timetable then your access to the course will automatically end unless before the end of the course timetable you have ordered and paid for a one month limited extension.

- 7.1.2 **One Month Limited Extension.** If for any reason you are unable to complete an online training course within the published period of the course timetable you may order and pay for a one month extension. Once we receive your request and payment for the extension, an additional month shall be added to the course expiry date or, if the course has expired before the request and payment has been received, the course will be reactivated for one month.. If you wish to obtain an extension please contact us using the contact details at the top of this page. The fee for ordering an extension will be as published on <https://www.derivsdocu.com/pricing-and-ordering/> (as may be amended from time to time), but will be based on a minimum fee of £50 (plus VAT if applicable).
- 7.1.3 **Substituting Course.** If following the commencement of an online training course you wish to substitute the course for another course we offer then you should contact us without delay and provide us full details of why you wish to substitute a course. However, we reserve the right whether to grant or refuse a course substitution in our sole and absolute discretion.
- 7.1.4 **Training Format and Certification.** All courses provide modular based training with multiple choice questions throughout, which must be completed in order to proceed through the course. At the end of a long course online training, in addition to the multiple choice questions, there will be a practical negotiation exercise. The negotiation exercise will be assessed by one of our course assessors who will provide a final score and model answer. Responses to multiple choice questions will not impact the score obtained for the final negotiation exercise. At the end of all online training courses we will also issue a certificate of completion. We are not otherwise responsible for providing any other information and assistance in relation to the content of the online training course.
- 7.1.5 **Accreditation.** Whilst our course assessors will have considerable experience in the field of the course content, our courses are not accredited by any third party organisations.
- 7.1.6 **Suspending Course Timetable – consumer customers only.** If at any time during a course timetable you suffer a serious change in your personal circumstances which would mean it is no longer reasonable for you to complete an online training course within the course timetable then you can apply an a one-off temporary suspension to the course timetable. We will consider any request for a one-off extension as soon as reasonably possible but we reserve the right whether to grant or refuse an extension in our sole and absolute discretion. In order to help us make the determination, we may request that you provide us with reasonable evidence of the situation. Failure to provide reasonable evidence may impact our decision to grant or refuse an extension. If a suspension is agreed, the maximum suspension period will be one

year from the date we agree to suspend access. At the end of the suspension period, you will be provided with access to the course for the remaining time left from the original course timetable.

- 7.1.7 **Substituting course participants – business customers only.** Where we have provided a group booking discount, if you have a course participant who leaves your organisation early or otherwise has a serious change in their personal circumstances, then we will consider any request to substitute the place to a replacement course participant as soon as reasonably possible but we reserve the right whether to grant or refuse a substitution in our sole and absolute discretion. In order to help us make the determination, we may request that you provide us with reasonable evidence of the situation. Failure to provide reasonable evidence may impact our decision to grant or refuse an extension.

8 Permission to use the online training course and Training Platform

- 8.1 When you enrol on an online training course you will not own the digital content or any of the course materials or the Training Platform. Instead we give you permission to use the digital content, course materials and Training Platform (also known as a 'licence') for the purpose of you using and enjoying them according to these Terms.
- 8.2 The online training course and course materials:
- 8.2.1 are personal to you. You can use it wherever you want in the world but only if you comply with local laws;
 - 8.2.2 are non-exclusive to you. We may supply the same or similar course materials to other users;
 - 8.2.3 may not be:
 - (a) copied by you;
 - (b) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it);
 - (c) combined or merged with, or used in, any other computer program;
 - (d) distributed, sold or in any other way commercially exploited by you to any third party;
 - 8.2.4 does not include updates or new versions; and
 - 8.2.5 contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 8.3 Except where you have permission to use an online training course under this clause 8, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or course materials or in any copies of them, and you will not obtain any rights of ownership or other rights (of whatever nature) in the Training Platform.

9 Use of the Training Platform

- 9.1 All of our online training courses are operated through the Training Platform. As a condition of your use of the Training Platform, you agree not to use the Training Platform:
- 9.1.1 in any manner that disrupts the operation of the Training Platform or our business;
 - 9.1.2 to distribute viruses or malware or other similar harmful software code;
 - 9.1.3 for purposes of promoting unsolicited advertising or sending spam;
 - 9.1.4 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 9.1.5 in any manner that harms minors;
 - 9.1.6 to promote any unlawful activity;
 - 9.1.7 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
 - 9.1.8 to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
 - 9.1.9 to attempt to circumvent password or user authentication methods
 - 9.1.10 to commit any act of fraud; or
 - 9.1.11 for any purpose that is unlawful under any applicable law or prohibited by these Terms.
- 9.2 In order to use the Training Platform you will be provided access to an account. You agree that you are solely responsible for keeping your username, password and other account details (together "ID") confidential. If you become aware of any unauthorised use of your ID then you must let us know without delay. We will not be responsible for any loss or damage you may suffer if a third party gains unauthorised access to your account, unless we have been negligent. If you are a **business customer** then you are responsible for ensuring your employees keep their ID details confidential. You are responsible for the use of the online training courses by your employees and for preventing unauthorised use of their IDs. You must ensure that your employees comply with these Terms and all reasonable licence terms made available on our website.
- 9.3 If we reasonably believe that your ID is being used in any way which is not permitted by these Terms, we reserve the right to suspend access rights immediately on giving notice to you and to block access to an ID until the issue has been resolved.

10 Accuracy of information of the online training courses and course materials

- 10.1 The contents of the online training courses and course materials provided is not intended to provide legal, tax or other advice in relation to any particular situation or contemplated transaction. Law and regulations relating to the subject matter of the online training courses change from time to time and while we try to make sure that the online training courses and the course materials are accurate and up-to-date, we cannot promise that they will be. If you

are responsible for preparing or negotiating any legal documentation then you should take independent legal advice from a suitably qualified and experienced lawyer. The contents of the online training courses and course materials provide illustrative and informational commentary and no promises are made that the online training courses and course materials will be fit or suitable for any purpose other than as a distance learning course for training and development purposes only. Any reliance that you may place on the information on the online training course or course materials is at your own risk.

11 Availability of the Training Platform

11.1 While we try to make sure that the Training Platform is accurate and up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Training Platform will be fit or suitable for any purposes. Any reliance that you may place on the Training Platform is at your own risk.

11.2 While we try to make sure that the Training Platform is available for your use, we do not promise that the Training Platform is available at all times nor do we promise the uninterrupted use by you of the Training Platform.

12 Payment

12.1 We accept payment by BACS/electronic transfer, certain credit and debit cards and cheque. We do not accept cash. The following credit cards and debit cards are accepted: Visa, Visa Electron, Maestro, Mastercard.

12.2 For payments made by credit card or debit card, we will do all that we reasonably can to ensure that all of the information you give us when paying for the digital content is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3.1) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

12.3 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:

12.3.1 Verified by Visa; or

12.3.2 Mastercard®SecureCode™.

12.4 The price of the digital content:

12.4.1 is in pounds sterling (£)(GBP);

12.4.2 where relevant VAT at the applicable rate will be added to the course fee; and

12.4.3 where payment is made by BACS/electronic transfer, does not include the cost of any applicable bank charges. Details of such charges are available on our website at <https://www.derivsdocus.com/pricing-and-ordering/> under the “Price” heading.

13 Nature of online training courses

- 13.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the online training course:
- 13.1.1 is of satisfactory quality;
 - 13.1.2 is fit for purpose; and
 - 13.1.3 matches its description.
- 13.2 We must provide you with an online training course that complies with your legal rights.
- 13.3 When we provide access to our online training courses and Training Platform:
- 13.3.1 we will use all reasonable efforts to ensure that our website is free from defects, viruses and other malicious content;
 - 13.3.2 we do not promise that our online training courses are compatible with any third party software or equipment except where we have said that it is on our website;
 - 13.3.3 you acknowledge that there may be minor errors or bugs in it; and
 - 13.3.4 you acknowledge that we reserve the right in our discretion to make changes to the online course content and the functionality of the Training Platform at any time provided it does not reduce the content or functionality.

14 Faults with an online training course

- 14.1 For more detailed information on your rights and what you should expect from us, please:
- 14.1.1 contact us using the contact details at the top of this page; or
 - 14.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- 14.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 14.3 If there is a fault with any of our online training courses then please contact us using the contact details at the top of this page, if you want:
- 14.3.1 us to repair the online training course;
 - 14.3.2 a price reduction; or
 - 14.3.3 to reject the online training course and get a refund.
- 14.4 To avoid faults in the online training course happening, you must use it only on the recommended third party software and equipment set out under "Key Technical Information" on the following webpage - <https://www.derivsdocu.com/pricing-and-ordering/>.

15 Limitation on our liability

15.1 **This clause applies to limit our liability where you are acting as a consumer for the purposes of the Consumer Rights Act 2015.** Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

15.1.1 losses that:

- (a) were not foreseeable to you and us when these Terms were formed; or
- (b) that were not caused by any breach on our part; and

15.1.2 business losses.

15.2 **Clauses 15.2 to 15.6 apply to limit our liability where you are not acting as a consumer. For example you are a bank who is looking to provide training for your staff.** The extent of our liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.3 to 15.6.

15.3 Subject to clause 15.6, our total liability to you shall not exceed the lower of the invoice value for the online training course and in the case of a group booking the sum of £1,000.

15.4 Subject to clause 15.6, we shall not be liable for consequential, indirect or special losses.

15.5 Subject to clause 15.6, we shall not be liable for any of the following (whether direct or indirect):

15.5.1 loss of profit;

15.5.2 loss of or corruption to data;

15.5.3 loss of use;

15.5.4 loss of production;

15.5.5 loss of contract;

15.5.6 loss of opportunity;

15.5.7 loss of savings, discount or rebate (whether actual or anticipated); or

15.5.8 harm to reputation or loss of goodwill.

15.6 Notwithstanding any other provision of these Terms, the liability of the parties shall not be limited in any way in respect of the following:

15.6.1 death or personal injury caused by negligence;

15.6.2 fraud or fraudulent misrepresentation; or

15.6.3 any other losses which cannot be excluded or limited by applicable law.

16 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident. We cannot guarantee that the Training Platform will always be continuously available and from time to time we may need to suspend access or take the Training Platform offline to carry out essential maintenance.

17 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

18 Variation

No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 18. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on our website and by continuing to use and access the Training Platform following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

19 Disputes

19.1 We will try to resolve any disputes with you quickly and efficiently.

19.2 If you are unhappy with:

19.2.1 any of our online training courses;

19.2.2 our service to you; or

19.2.3 any other matter,

please contact us as soon as possible.

19.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know as soon as reasonably possible that we cannot settle the dispute with you.

19.4 If you want to take court proceedings, the English courts will have exclusive jurisdiction in relation to this contract.

19.5 The laws of England and Wales will apply to this contract.

19.6 If any provision of these Terms shall be held to be invalid, illegal or unenforceable, in whole or in part, such provision shall to that extent be deemed not to form part of these Terms but the enforceability of the remainder of these Terms shall not be affected.

Updated 1 February 2021 (Version 1.1)