

Terms of business

Version 3.5

Title: Terms of business	Date Revised: 30/06/2020
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This page (together with our [Privacy Policy](#), [Acceptable Use Policy](#)) tells you information about us and the legal terms and conditions (“Terms”) on which we sell any of the products, being digital content in the form of eLearning courses or other services (“Products”) listed on our website/s (“our site”) to you.

These Terms will apply to any contract between us for the sale and supply of Products to you (“Contract”). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site. You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 6. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were last updated on 22 May 2020.

These Terms, and any Contract between us, are only in the English language.

At any time you can view or edit your details and preferences in your [profile](#). If you’d like to have your details completely removed or would like to know more about our approach to data privacy and information security, please email us at gdpr@internationalworkplace.com.

1. Information about us

1.1 We operate the websites internationalworkplace.com and workplacedna.net. We are International Workplace Limited, a company registered in England and Wales under company number 05033133 and with our registered office at 1-3 Church Plain, Wells-next-the-Sea, NR23 1EQ, and our main trading address at The Old Granary, Westwick, Cambridge, CB24 3AR. Our VAT number is 188 2784 54.

1.2 Contacting us if you are a consumer

1.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 7, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at support@internationalworkplace.com or contact our Customer Services team by telephone on +44 (0)333 210 1995 or by post to The Old Granary, Westwick, Cambridge, CB24 3AR. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us.

1.2.2 If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at +44 (0)333 210 1995 or by emailing us at support@internationalworkplace.com.

1.2.3 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

1.3 Contacting us if you are a business

1.3.1 You may contact us by telephoning our customer service team at +44 (0)333 210 1995 or by emailing us at support@internationalworkplace.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 15.3.

2. Use of our sites

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Your use of our site is governed by our [Acceptable Use Policy](#). Please take the time to read it, as it includes important terms which apply to you.

3. How we use your personal information

We only use your personal information in accordance with our [Data Protection Statement](#) and [Privacy Policy](#). Please take the time to read these policies, as they contain important terms which apply to you.

4. If you are a business customer

This clause 4 only applies if you are a business.

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

4.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

4.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

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

5. How the contract is formed between you and us

5.1 Our website checkout will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

5.2 After you place an order, you will receive an invoice from us, subject to the terms in Clause 12. The Contract between us will only be formed when we send you the invoice.

5.3 If we are unable to supply you with a Product, for example because of unexpected limits on our resources which we could not reasonably plan for, because that Product is no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 12.4, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

6. Our right to make changes

6.1 We amend these Terms from time to time. Please look at the version control information to see when these Terms were last updated.

6.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

6.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

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6.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive.

6.5 We may change the Product:

6.5.1 to reflect changes in relevant laws and regulatory requirements (for example, to ensure our courses meet the expectations set out by accrediting bodies as regards the legislation references our courses contain); and

6.5.2 to implement minor technical adjustments and improvements, for example to address a security threat.

The changes will not affect your use of the Product.

6.6 We may update or require you to update digital content, provided that the digital content shall always match the description we provided to you before you bought it.

7. Your rights to make changes

If you wish to make a change to the Product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

8. Your consumer right of return and refund

This clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have a legal right to cancel a Contract during the period set out below in this clause. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 However, this cancellation right does not apply in the case of:

8.2.1 digital products after you have started to access, download or stream these;

8.2.2 services, once these have been completed, even if the cancellation period is still running.

8.3 If you wish to cancel a Contract for a reason set out in this clause 8.3, the Contract will end immediately and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:

8.3.1 we have told you about an upcoming change to the Product or these terms which you do not agree;

8.3.2 we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

8.3.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;

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8.3.4 we have suspended supply of Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or

8.3.5 you have a legal right to end the Contract because of something we have done wrong.

8.4 Subject to clause 8.2, for most Products bought online you have a legal right to change your mind within 14 days and receive a refund.

8.5 If you have bought digital content for accessing online, download or streaming, such as an eLearning course, you have 14 days after the date of the invoice or, if earlier, until you start accessing, downloading or streaming to cancel the Contract. If we delivered digital content to you immediately, and you agree to this when ordering, you will not have a right to change your mind.

8.6 If you have bought services, you have 14 days after the date of the invoice to cancel the Contract. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.7 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us at support@internationalworkplace.com or contact our Customer Services team by telephone on +44 (0)333 210 or by post to Customer Services Department, The Old Granary, Westwick, Cambridge, CB24 3AR. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

8.8 If you cancel your Contract we will:

8.8.1 refund you the price you paid for the Products. However, please note that where the Product is a service, we are permitted by law to reduce your refund by an amount for the supply of the service for the period for which it was supplied, ending with the time when you cancelled the Contract. The amount will be in proportion to what has been supplied in comparison with the full coverage of the Contract; and

8.8.2 make any refunds due to you as soon as possible and in any event within the 14 days of you cancelling the Contract.

8.9 We will refund you on the credit card or debit card used by you to pay.

8.10 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty (or if faulty digital content has damaged your device) or not as described, or where the Products are services, if such services are not carried out with reasonable care and skill. These legal rights are not affected by your right of return and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. Cancellation fees and periods (non consumers)

9.1 You are made aware that certain Products (such as accredited training courses) have different cancellation fees and periods from others. For all physical classroom-based courses except those noted below, you will need to cancel the course in writing at least 14 days prior to the date of commencement of the course to receive a full refund; otherwise you will not receive a refund.

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Physical courses ('classroom-based') and Virtual classroom courses ('webinars')

Course	Notice period prior to commencement of course date	
	More than 20 days' notice	Fewer than 20 days' notice
IOSH Managing Safely	£200+VAT	No refund, substitutes accepted
IOSH Managing Safely Refresher	£100 + VAT	No refund, substitutes accepted
IOSH Working safely	£100 + VAT	No refund, substitutes accepted
NEBOSH accredited courses	£500 + VAT (full refund if within three days of purchase)	No refund, substitutes accepted

eLearning

Course	Notice period	
	Within three days of purchase, no activation of course	More than three days, or upon activation of course
IOSH eLearning	Full refund	No refund
NEBOSH eLearning	Full refund	No refund

9.2 If you have purchased multiple eLearning licenses, you may cancel a confirmed order, and receive a full refund, within three working days of signing the contract, providing no learner has activated their course by accessing it. No refund will be possible for cancellations after three working days or where a learner has activated their course, whichever is sooner.

10. Deferral

10.1 If you wish to defer your attendance on a classroom course it may be possible to transfer you to a later course, subject to availability, and at IWL's sole discretion. A standard minimum charge of £95 applies to transfers and is payable prior to processing. Replacement candidates may be considered on some but not all courses, subject to IWL's sole discretion.

11. Delivery

11.1 If the Products are one-off services, we will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process.

11.2 If the Product is a one-off purchase of digital content, we will make the digital content available for access, download or to stream as soon as we accept your offer.

11.3 If the Products are ongoing services or a subscription to receive digital content, we will supply the services or digital content to you until either the services are completed to the subscription expires (if applicable) or you or we end the Contract in accordance with these Terms. We undertake to offer the you the minimal amount of downtime during the course of supplying the Product; however, unavailability due to a failure or defect in

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infrastructure or IT equipment that falls under your remit is not our responsibility and we cannot be held accountable for it.

11.4 We may need certain information from you so that we can supply the Products to you. If so, this will have been stated in the description of the Products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

11.5 We may have to suspend the supply of a Product to:

11.5.1 deal with technical problems or make minor technical changes;

11.5.2 update the Product to reflect changes in relevant laws, policy and regulatory requirements;

11.5.3 make changes to the Product as requested by you or notified by us to you.

11.6 We will contact you in advance to tell you we will be suspending supply of the Products, unless the problem is urgent or an emergency. Suspension of ongoing services will be subject to the terms of our Service Level Agreement.

11.7 If you do not pay us for the Products when you are supposed to and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend the Products where you dispute the unpaid invoice. We will not charge you for the Products during the period for which they are suspended. As well as suspending the Products we can also charge you interest on your overdue payments.

12. Price of products

12.1 The prices of the Products will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 12.4 for what happens if we discover an error in the price of Product(s) you ordered.

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

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

12.4 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices before accepting your order so that:

12.4.1 where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you; and

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12.4.2 if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Product and refund you any sums you have paid.

13. How and when to pay

13.1 Unless stated otherwise, you can only pay for Products using a debit card or credit card. We accept all major debit and credit cards.

13.2 For digital content, unless otherwise agreed you must pay for Products before you access or download them.

13.3 For classroom courses, you must pay each invoice within 14 calendar days after the date of invoice, and before the start date of the course, unless terms have been specifically varied otherwise.

13.4 If you do not make payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Metro Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.5 If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

14. Our liability if you are a business

This clause 14 only applies if you are a business customer.

14.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

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

14.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents and sub-contractors;

14.2.2 fraud or fraudulent misrepresentation;

14.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

14.2.4 defective products under the Consumer Protection Act 1987.

14.3 Subject to clause 14.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

14.3.1 any loss of profits, sales, business, or revenue;

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14.3.2 loss or corruption of data, information or software;

14.3.3 loss of business opportunity;

14.3.4 loss of anticipated savings;

14.3.5 loss of goodwill; or

14.3.6 any indirect or consequential loss.

14.4 Subject to clause 14.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of £100,000 OR 125% of the price of the Products.

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

15. Our liability if you are a consumer

This clause 15 only applies if you are a consumer.

15.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

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

15.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 16.2.

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

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

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Contract:

16.3.1 we will contact you as soon as reasonably possible to notify you; and

16.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund the price you have paid, although in the case of services, such refund will be limited to the amount paid for services not yet provided.

17. Communications between us

17.1 When we refer, in these Terms, to "in writing", this will include email.

17.2 If you are a consumer you may contact us as described in clause 1.2.

17.3 If you are a business:

17.3.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or email.

17.3.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting or if sent by email, one Business Day after transmission.

17.3.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

17.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. Other important terms

18.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

18.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our

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rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

18.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

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