

# TERMS AND CONDITIONS OF USE AND SALE

These Terms and Conditions of Use and Sale (“**Terms**”) tell you the rules and conditions that apply when you visit or shop at the APMG International website (<https://apmg-international.com/>); the APM Group website (<https://apmg.com/>) or any of the APMG platforms identified in the APMG International website (referred to in these Terms as “**APMG websites**” or “**our websites**”).

Please read these Terms carefully before you start to use any of our websites (see [Conditions of Use](#)) or submit your order to us (see [Conditions of Sale](#)).

By accessing or placing an order on any of our websites you confirm that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using or shopping at any of our websites.

## 1. INFORMATION ABOUT US AND HOW TO CONTACT US

- 1.1 **Who are we.** APMG websites are owned and operated by APMG International. APMG International is a trading name of the APM Group Limited, a company registered in England and Wales. Our company registration number is 02861902 and our registered office is at 6th Floor Sword House, Totteridge Road, High Wycombe, Buckinghamshire HP13 6DG. Our registered VAT number is 603820668.
- 1.2 **How to contact us.** You can contact us by telephoning our customer service team at +44(0) 1494 452 450 or by writing to us at [customerservice@apmggroup.co.uk](mailto:customerservice@apmggroup.co.uk) or send a letter to 6th Floor Sword House, Totteridge Road, High Wycombe, Buckinghamshire HP13 6DG. Alternatively you can contact us via our [online form](#).
- 1.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us or by posting information on the relevant APMG website.
- 1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails. For contractual purposes, you agree that all agreements, notices, disclosures and other communications that we provide to you electronically (either by email, text, push notifications or by posting messages or communications on our websites) satisfy any legal requirement that such communication be in writing, unless mandatory applicable laws specifically require a different form of communication.

## 2. OTHER TERMS THAT APPLY TO YOU

- 2.1 These Terms refer to the following additional terms which also apply to your use of our websites:
  - [Acceptable Use Policy](#) – which sets out the permitted uses and prohibited uses of our websites.
  - [Cookies Policy](#) – which sets out what cookies we use in our websites and our purpose for using them.
  - [Privacy Policy](#) – which sets out the terms on which we process any personal information we collect from you, or that you provide to us.
- 2.2 In addition, if you have registered to sit an APMG exam the following additional terms also apply to you:

- [Exam Candidates Terms and Conditions](#) – which sets out the terms applicable to candidates entering any examination with us.
- [Equality Policy](#) – which sets out APMG’s policy for those candidates that require special arrangements.
- [Quality Policy](#) – which sets out APMG’s complaints and appeals procedures.

2.3 If you have selected to take an APMG exam via an APMG website you agree to be directed to a third-party service provider who will perform this service. Your training provider may also refer you to a third-party service provider to invigilate your exam.

2.4 Each product purchased by you via our websites (whether these are goods, services or digital content) is sold subject to the Conditions of Sale set out below and any special conditions set out in the product description page including, without limitation, any pre-conditions of sale (such as training, exam or assessment pre-requisites or special requirements), terms and conditions concerning warranties, after-sales service and any applicable guarantees that may apply to the product.

2.5 Where the product purchased involves the delivery of training, examination and/or assessment services by a third-party provider (such as, for instance, training provided by an Approved Training Organisation (ATO) or a Cyber Essentials assessment performed by a third-party Certification Body), the third-party provider terms and conditions will also apply to you in relation to the goods and/or services they provide to you.

2.6 We encourage you to read the privacy policy or privacy statement and any terms and conditions of any third-party service provider or any third-party website you visit.

### 3. **YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our [Privacy Policy](#). By using a APMG website you consent to such processing (where consent is required) and you warrant that all data provided by you is accurate.

# CONDITIONS OF USE

## 1. THESE CONDITIONS OF USE

- 1.1 These section (together with the documents referred to herein) tells you the conditions of use on which you may make use of our websites, whether as a guest or a registered user.
- 1.2 By accessing, using and/or subscribing to any of our websites you confirm that you accept these Conditions of Use and that you agree to comply with them.
- 1.3 If you do not agree to these Conditions of Use, you must not use our websites.
- 1.4 Any breach or violation of these Conditions of Use (as determined by us in our sole discretion) will result in an immediate termination of your access to one or all of our websites.

## 2. WE MAY MAKE CHANGES TO THESE CONDITIONS OF USE

We amend these Conditions of Use from time to time at our discretion. Each time you access an APMG website you agree to these Conditions of Use as they may be amended from time to time. Please check these Conditions of Use every time you wish to use an APMG website to ensure you understand the terms that apply at that time.

## 3. WE MAY MAKE CHANGES TO OUR WEBSITES

We may update and change our websites from time to time at any time. We will try to give you reasonable notice of any major changes by posting them on our website. Any changes or new features or tools which are added to our websites will also be subject to these Conditions of Use. You should not use our websites if you do not agree to the changes to the terms.

## 4. WE MAY SUSPEND OR WITHDRAW OUR WEBSITES

- 4.1 We do not guarantee that our websites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and/or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.2 You are also responsible for ensuring that all persons who access our websites through your internet connection are aware of these Conditions of Use and other applicable terms, conditions and policies, and that they comply with them.

## 5. RECOMMENDATIONS AND PERSONALISATION

As part of our websites and services, we will recommend features, products, and services, including third party ads that might be of interest to you, identify your preferences, and personalise your experience.

## 6. INFORMATION ON OUR WEBSITES

Although we make reasonable efforts to update the information on our websites, we make no representations, warranties or guarantees, whether express or implied, that the content on our websites is

accurate, complete or up to date. We also make no warranty that the content of our websites will meet your requirements or be available on an uninterrupted, secure or error-free basis. To the extent permitted by law, we disclaim all warranties, express or implied, of fitness for purpose, merchantability, accuracy or non-infringement.

## **7. HOW YOU MAY USE MATERIAL ON OUR WEBSITES**

- 7.1 We are the owners or the licensees of all intellectual property rights in and to our websites, and in the materials published on them (with the exception of content uploaded by our users which includes, without limitation, content uploaded by third party training provider). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2 Trade marks, word marks, logos, names and images displayed on our websites are registered or unregistered trade marks of APMG and others. Nothing on our websites should be taken as conferring by implication, estoppel or otherwise any licence or right to use any of the aforementioned without our prior written approval or that of any third party owner of the relevant mark, logo or image.
- 7.3 Unless otherwise stated, you may print copies, and may download extracts, of any page from our websites for your personal use only.
- 7.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any trade marks, word marks, logos, names, images, illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7.5 Our status (and that of any identified contributors) as the authors of content on our websites must always be acknowledged.
- 7.6 You must not use any part of the content or any material on our websites for commercial purposes without having first obtained a written licence to do so from us or our licensors. This includes, without limitation, any commercial use of our sample exam papers or other scheme material.
- 7.7 If you print off, copy or download any part of an APMG website or material contain therein in breach of these Conditions of Use, your right to use our websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 7.8 Except for the limited licence rights specifically granted to you under this clause, these Terms do not grant you any title or interest in the services, content, software or other intellectual property rights in or available through our websites and/or the products provided through them.

## **8. NO TEXT OR DATA MINING, OR WEB SCRAPING**

- 8.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our websites or any services provided via, or in relation to, our websites for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):
  - (a) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of one or more of our websites or any data, content, information or services accessed via the same;

- (b) Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

8.2 The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

8.3 Clause 8.1 shall not apply insofar as (but only to the extent that) we are unable to exclude or limit such activities, including text or data mining or web scraping activities, by contract under the laws which are applicable to us.

## **9. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

9.1 You may need to register an account with us to use our services or in order to access and use certain sections or functions of our websites. You may be required to be logged into your APMG account to have access to services and other information associated with it.

9.2 To create an APMG account you are required to provide current, accurate, identification, contact and other information as part of the registration process and continue use of our websites, and you will be responsible for maintaining the accuracy and completeness of such information.

9.3 You are responsible for maintaining the confidentiality of your account and password, and any other piece of information provided to you as part of our security procedures, and for restricting access to your computer. To the extent permitted by applicable law, you accept responsibility for all activities that occur under your account or password.

9.4 You should take all necessary steps to ensure that your user identification, password and other security information is kept confidential and should inform us immediately if you have any reason to believe that any such information has become known to anyone else, or if it is being, or is likely to be used in an unauthorised manner. We expect you to provide us with information that is true, honest, accurate and up-to-date.

9.5 We reserve the right to disable or block any user identification code or password whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Conditions of Use. We will not be liable for any loss that you may incur as a result of this.

9.6 We will not be liable for any loss or damage that you may incur as a result of someone else using your password or account information in connection with your use of our websites, with or without your knowledge, or arising from your failure to provide us with accurate information.

## **10. USER-GENERATED CONTENT**

10.1 APMG websites may include information, content and materials uploaded by other users, including to bulletin boards and chat rooms.

10.2 You acknowledge and agree that all information, data, text, photographs, images, files, software, sounds, recordings, graphics, video, messages, tags and other materials (including but not limited to forum posts, wiki edits, notes, live chats, seminars, lectures, quizzes, course landing pages and announcements, questions, comments and instant messages), in whatever form and technical structure, whether publicly or

privately posted, transmitted, uploaded, downloaded, transferred, submitted, published, distributed or stored using our websites (“**content**”), are the sole responsibility of the person(s) originating such content and introducing such content into the website. We reserve the right, but shall have no obligation, to pre-screen, monitor, moderate, reject, review, quarantine, delete or move any content posted or submitted to our websites, without obligation to any person.

- 10.3 Apart from information and materials which are reviewed by us as part of an APMG certification application or other service, we do not verify, endorse, recommend or approve any information, content and materials uploaded by other users to our websites.
- 10.4 The views expressed by other users on our websites do not represent our views or values. You must not provide any sensitive information in generic commentary boxes or similar fields. Sensitive information includes information about race, ethnic origin, religion or philosophical beliefs, sexual orientation, health, political preferences and race and union memberships.

## **11. UPLOADING CONTENT TO OUR WEBSITES**

- 11.1 You agree that you are responsible for your own conduct and your use of our websites and all conduct or use under your account, and for all any consequences thereof including, without limitation, all content that is created, stored, shared or published by anyone using your account.
- 11.2 Whenever you make use of a feature that allows you to upload content to our websites, or to make contact with other users of our websites, you must comply with the content standards set out in our [Acceptable Use Policy](#). We reserve the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).
- 11.3 You warrant that any such contribution to our websites does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.
- 11.4 Any content you upload to our websites (other than content uploaded to your account which is protected by password) will be considered non-confidential and non-proprietary. We shall not be responsible for any duplication, publication or other use of any content you upload, share or post via our websites by other users.
- 11.5 You retain all of your ownership rights in your content, but you are required to grant us and other users of our websites a limited licence to use, store and copy that content and to distribute and make it available to third parties. Accordingly, by using an APMG website and posting content you grant to APMG a worldwide, non-exclusive, transferable, assignable, sub- licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to display, perform and distribute your content, and to modify (for technical purposes) and reproduce such content to enable us to operate our websites. You also agree that we have the right to elect not to process, post, store, display, publish or transmit any content in our sole discretion. You agree that these rights include a right for us to make such content available to, and pass these rights along to, others with whom we have a contractual relationship related to the provision of our websites, solely for the purpose of providing such services, and to otherwise permit access to your content to third parties if we determine such access necessary to comply with our legal obligations or to (a) respond to your requests for service; (b) enforce this Terms; (c) respond to claims that your content violates the rights of third parties; or (d) protect

the rights, property, or personal safety of us, other users, or the public. Where we are required to access and disclose your account information and content, we will, to the extent we are permitted to do so, give you as much notice of this disclosure as possible.

11.6 You are solely responsible for securing and backing up your content.

11.7 You further agree that:

- (a) You are solely responsible for, own, or have the full rights to use any content you submit, post or display on or to our websites. By submitting, downloading, sharing or uploading content to our websites, you agree that we may display your content, audio and video images, any recordings and display or publish your live, in-session images/likeness or voice to other users of our websites. Your training provider may choose to record training sessions provided to you. If you object to any such recording you must inform your training provider or leave the training session promptly. If we store any recordings on our systems, you grant APMG permission to store such recordings for quality and monitoring purposes.
- (b) APMG shall not be liable for any content, data, materials or other content uploaded to our websites by your training provider or any other user of our websites, or which is viewed or accessed by you while using our websites, including any errors or omissions in such data or content or any loss or damage incurred as a result of the use of or access to, or denial of access to any data or content. We recommend you keep back-ups of any content you submit to our websites;
- (c) Your right to access and use our websites may not be assigned or sublicensed to anyone else without our express written consent;
- (d) You will not record, photograph or copy any part of the training session provided to you via our websites without the express prior written permission your training provider; and
- (e) You will comply with all laws, ordinances, rules, regulations, and/or requirements imposed by any government or regulatory agency on your use, transmission, and disclosure of any data or information via an APMG websites.

11.8 If you wish to complain about information, content and materials or behaviour of other users of or on our website, please contact us at [customerservice@apmgroup.co.uk](mailto:customerservice@apmgroup.co.uk).

11.9 By submitting to APMG any feedback, comments, ideas, suggestions, documents and/or proposals through our websites or otherwise (collectively, “**contributions**”), you acknowledge and agree that: (a) your contributions do not contain confidential or proprietary information; (b) we are not under any obligation of confidentiality, express or implied, with respect to the contributions; (c) we shall be entitled to use or disclose (or choose not to use or disclose) such contributions for any purpose, in any way, in any media worldwide; (d) we already may possess or have received or considered something the same as or similar to the contributions; (e) your contributions automatically become the property of APMG without any obligation of APMG to you; and (f) you are not entitled to any accounting, compensation or reimbursement of any kind from us for contributions. Your “content”, as defined and used in these Conditions of Use, does not include contributions.

## **12. SPECIAL TERMS APPLICABLE TO USERS OF APMG PLATFORMS**

- 12.1 Your training provider may register your details with us via the applicable APMG platform so you may sit an exam with us.
- 12.2 In addition to the other provisions of these Conditions of Use, the following special terms apply when using an APMG platform (including, without limitation, the APMG Candidate Portal):
- (a) You shall not use the APMG platforms if you are under the age of 16, or permit any third party to use an APMG platform if they are under the age of 16;
  - (b) You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the sign-up process;
  - (c) You acknowledge that we will use the email address you provide as the primary method for communication.
- 12.3 APMG is not responsible for the privacy or security practices of your training provider, which may differ from those set out in our [Privacy Policy](#).
- 12.4 APMG is not responsible for any services agreed with or performed by your training provider or any failure by them to fulfil any arrangement they have with you. Any queries or issues you may have regarding such services must be addressed with your training provider.
- 12.5 Under no circumstances shall we be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any direct, indirect, incidental, special, consequential, exemplary or other damages that result from any contractual relationship between you and your training provider. These limitations shall apply even if APMG has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by law.

## **13. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

- 13.1 Where our website contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval, recommendation or endorsement by us of those linked websites or information you may obtain from them unless otherwise expressly stated by us.
- 13.2 We have no control over the contents, accuracy or availability of those websites or resources and accept no legal responsibility for any content, material or information in them.
- 13.3 You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites, terms or conditions, products, resources or services.

## **14. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

- 14.1 We do not guarantee that our websites (included services provided and emails sent through them) will be secure or free from error, bugs or viruses.
- 14.2 You are responsible for configuring your information technology, computer programmes and platform to access our websites. You should use your own virus protection software.



- 14.3 You agree that you will not misuse our websites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our websites or the server on which any of our websites are stored or any server, computer or database connected to our websites. You must not attack our websites via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 . We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our websites will cease immediately.

## **15. RULES ABOUT LINKING TO OUR WEBSITE**

- 15.1 You may link to the APMG International website home page (<https://apmg-international.com/>), provided you do so in a way that is fair and legal, in accordance with this Conditions of Use and does not damage our reputation or take advantage of it. You may not link to any other APMG website without our prior approval.
- 15.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 15.3 You must also not establish a link to any of our websites in any website that is not owned by you.
- 15.4 We reserve the right to withdraw linking permission without notice. You shall immediately comply with any request by us to remove any such link.
- 15.5 The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).
- 15.6 You must not use our trade marks, logos or trade names without our prior written approval. If you wish to submit a request for approval, or wish to link to or make any use of content on our websites other than that set out above, please contact [help@apmg-international.com](mailto:help@apmg-international.com).

## **16. INDEMNITY**

You agree to defend, indemnify and hold us, our officers, directors, employees, agents, partners and affiliates from and against any and all claims, liabilities, losses or expenses including reasonable attorney fees and costs arising out of or in connection with your access to our websites or use of our services or your violation of or failure to perform any obligation under these Conditions of Use or your violation of any rights of any third party.

## **17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 17.1 Whether you are a consumer or a business user:
- (a) WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO £100 OR THE AMOUNT PAID BY YOU FOR OUR SERVICES, WHICHEVER IS THE GREATER.

17.2 If you are a business user:

- (a) WE EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO OUR WEBSITES OR ANY CONTENT ON IT.
- (b) WE, OUR SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, , EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:
  - (i) USE OF, OR THE INABILITY TO USE, OUR WEBSITES;
  - (ii) USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR WEBSITES;
  - (iii) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE THESE TERMS;
  - (iv) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM AN APMG WEBSITE;
  - (v) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING AN APMG WEBSITE;
  - (vi) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA;
  - (vii) ACTIONS OR OMISSIONS BY US OR OUR AFFILIATES BASED ON YOUR ACCOUNT INFORMATION OR ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM;
  - (viii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING AN APMG WEBSITE; or
  - (ix) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION.
- (c) IN PARTICULAR, WE WILL NOT BE LIABLE FOR:
  - (i) LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;
  - (ii) BUSINESS INTERRUPTION;
  - (iii) LOSS OF ANTICIPATED SAVINGS;
  - (iv) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR
  - (v) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

17.3 If you are a consumer user:

- (a) PLEASE NOTE THAT WE PROVIDE OUR WEBSITES TO YOU FOR DOMESTIC AND PRIVATE USE ONLY. YOU AGREE NOT TO USE OUR WEBSITES FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND,

TO THE FULLEST EXTENT PERMITTED BY LAW, WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

- (b) WE ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY VIA YOUR ACCESS TO, USE OF, OR BROWSING IN THE APMG WEBSITES, OR DOWNLOADING OR UPLOADING ANY MATERIAL, DATA, TEXT OR IMAGES, INCLUDING, BUT NOT LIMITED, TO DISTRIBUTED DENIAL OF SERVICE ATTACKS AND ANY AND ALL MALICIOUS COMPUTER CODE.
- (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE OR RESPONSIBLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE CONDITIONS OF USE RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT FOR AN ERROR OR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES FOR ANY MATTER BEYOND OUR REASONABLE CONTROL.
- (d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT OUR, AND/OR OUR AFFILIATES' MAXIMUM AGGREGATE LIABILITY, AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WILL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.
- (e) NOTWITHSTANDING ANYTHING CONTRARY IN THESE CONDITIONS OF USE, NOTHING SHALL OPERATE TO EXCLUDE OR RESTRICT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

## **18. DISCLAIMER AND WARRANTIES**

### **18.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- (a) YOUR USE OF OUR WEBSITES IS AT YOUR SOLE RISK. OUR WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- (b) WE DO NOT WARRANT THAT (i) OUR WEBSITES WILL MEET ALL OF YOUR REQUIREMENTS; (ii) OUR WEBSITES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; OR (iii) ERRORS IN OUR WEBSITES WILL BE CORRECTED.
- (c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR WEBSITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE CONDITIONS OF USE.
- (d) ANY TRANSMISSION OF CONTENTS THROUGH THE USE OF OUR WEBSITES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM ANY SUCH TRANSMISSION.

## **19. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES**

If you are a consumer, please note that these Conditions of Use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Conditions of Use, their subject matter and their formation (and any non-contractual disputes or claims), are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

## **20. GENERAL PROVISIONS**

- 20.1 Except as they may be supplemented by additional terms and conditions, policies, standards or guidelines, or as amended by APMG from time to time, these Conditions of Use constitute the entire agreement between us and you relating to the subject matter hereof and supersede all and any prior agreements or understandings between us and you regarding these Conditions of Use, including previous versions of these Conditions of Use. If, through accessing or using an APMG website, you utilise or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and these Conditions of Use shall not affect your legal relationship with such third party.
- 20.2 Nothing in these Conditions of Use is to be construed as constituting an agency or partnership relationship between us and you.
- 20.3 Failure or delay by APMG to exercise or enforce any right or provision of these Conditions of Use or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of these Conditions of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Conditions of Use remain in full force and effect.
- 20.4 You acknowledge that your breach of any of the provisions of these Conditions of Use may cause immediate and irreparable harm to APMG and our affiliates for which APMG may not have an adequate remedy in money or damages. We and our affiliates will therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request and will be entitled to recover from you the costs incurred in seeking such an injunction. The right to obtain injunctive relief will not limit any right to seek or obtain other or further remedies.

# CONDITIONS OF SALE

## 1. THESE CONDITIONS OF SALE

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Any orders placed by you must be placed strictly in accordance with these Conditions of Sale.
- 1.2 Please read these Conditions of Sale carefully before you submit your order to us as they tell you how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions of Sale, please contact us to discuss.
- 1.3 In some areas you will have different rights under these Conditions of Sale depending on whether you are a business or consumer. You are a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 If you are a business customer these Conditions of Sale constitute the entire agreement between us in relation to your purchase and apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Conditions of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions of Sale.
- 1.5 If you are a business customer, you acknowledge that we may amend or update these Conditions of Sale from time to time and it is your responsibility to ensure that you are aware of any such variations.

## 2. OUR CONTRACT WITH YOU

- 2.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. In the case of orders made by telephone, our acceptance of your order will take place when we confirm that the order has been accepted, at which point a contract will come into existence between you and us.
- 2.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified (where applicable) or because the third-party training provider or assessment provider you have selected is unable to deliver the product.
- 2.3 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### 3. OUR PRODUCTS

- 3.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 3.2 The packaging of the product may vary from that shown in images on our website.

### 4. YOUR RIGHTS TO MAKE CHANGES

- 4.1 If you wish to make a change to the product you have ordered, including rescheduling any exam purchased through our website, 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.
- 4.2 If the product you have purchased is an exam, you are allowed to reschedule the exam in accordance with the terms and conditions set out at the time of booking.

### 5. OUR RIGHTS TO MAKE CHANGES

- 5.1 We may change the product or these Conditions of Sale:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat.
- 5.2 In addition, we may make significant changes to these Conditions of Sale and/or our product(s), but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.
- 5.3 We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

### 6. PROVIDING THE PRODUCTS

- 6.1 The costs of delivery will be as displayed to you at the time of purchase.
- 6.2 We will deliver the products to you:
- (a) **If the products are goods.** We will deliver them to you as soon as reasonably possible and in any event within 30 days for UK deliveries and 90 days for international deliveries after the day on which we accept your order. Goods will be shipped to your selected address as follows:
    - All UK Orders will be sent with DHL for delivery and will arrive the next working day after they are dispatched.
    - Overseas orders are sent with DHL for delivery and will arrive usually within 1-2 days after dispatch. You may be subject to import duties and taxes when ordering goods for delivery overseas. Please see clause 7 for further details.

All DHL deliveries require a signature so please make sure you are available to receive these deliveries, or make alternative arrangements for someone else to sign for them. You can also specify another address at the point of ordering if you will not be at home. If you are not available to receive your parcel, DHL will try again the next working day or leave a call card to re-arrange delivery yourself with the local delivery depot.

- (b) **If the products are one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services will depend on the services to be provided and how quickly we can obtain the required information from you.
- (c) **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order. You expressly accept that we start delivering the content to you as soon as we accept your order and that you cannot cancel it once delivery has started.
- (d) **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.

- 6.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 If no one is available at the address you have provided to take the delivery, the delivery service may leave you a note informing of how to rearrange delivery or collect the products from a local depot. If you do not re-arrange delivery or collect the product from a delivery depot we or our delivery partner will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 6.5 A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.
- 6.6 You own a product which is goods or, in the case of eBooks and PDFs, you are licensed to download and use the eBook and/or PDF, once we have received payment in full and provided no other sums are outstanding as between you and us on any other account.
- 6.7 We may need certain information from you so that we can supply the products to you, for example, information required to check your eligibility to sit an exam. 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 or this will be asked from you as part of the registration process. 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 (and clause 10.2 will apply) 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.

- 6.8 We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 5).
- 6.9 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 30 days in any calendar year we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and, excluding instances where the product is a one-off purchase of digital content, we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 6.10 If you do not pay us for the products when you are supposed to (see clause 14.4) and you still do not make payment within 7 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 (see clause 14.11). As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.8).

## **7. IMPORT DUTY AND TAX PAYMENT AND CUSTOMS**

- 7.1 Customs apply to deliveries outside of the UK. Products delivered to destinations outside of the UK may be subject to taxes, fees, customs duty, levies or other charges as a result of local legislation or customs formalities. You are responsible for all customs formalities for the import of the products, and may be required to pay any additional charges for international delivery, including import duty, formal customs entry, taxes, levies and other changes that may be levied outside of the UK. The receiver of the products will typically receive a separate request for payment of these charges when the goods arrive in the country of destination. If you're ordering products to be delivered to someone else, please ensure they are aware that they will be responsible for these additional charges. Unfortunately we have no control over these charges and cannot predict what they may be, so we are unable to offer any assistance on these process. We advise that you check any customs formalities and the import charges applicable in the country of destination before ordering products to be delivered there. We will use commercially reasonable efforts to provide you with information which we hold that relates to the product or order which you may need in order to arrange customs clearance.

## **8. YOUR RIGHTS TO END THE CONTRACT**

- 8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract and whether you are a consumer or a business customer:
- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product replaced or a service re-performed or to get some or all of your money back), see clause 12 if you are a consumer and clause 13 if you are a business;



- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
- (c) If you are a consumer and have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions (see clause 8.5 and 8.6 below) and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6 to clause 8.9.

8.2 If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the product or these Conditions of Sale to which you do not agree;
- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the 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 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Conditions of Sale.

8.4 Your right as a consumer to change your mind does not apply in respect of:

- (a) goods no longer in their original condition (such as goods out of the sealed package in which they were delivered);
- (b) exams or assessments booked by you where the exam/assessment date is less than 10 working days (Monday to Friday including Bank Holidays) away;
- (c) digital products after we have made this available to you to download or stream;
- (d) services, once these have been completed or if you accepted when you placed your order that we could start to deliver it and that you could not cancel it once delivery had started, even if the cancellation period is still running; and
- (e) any products which become mixed inseparably with other items after their delivery.

8.5 If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example training and/or examination or assessment services)?** If so, you have 14 days after the day we email you to confirm we accept your order. 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.

**If services are to be supplied during the 14 days period mentioned above, you provide your explicit consent to the immediate commencement of the provision of the services and acknowledge that, in doing so, you lose your right to cancel as set out in clause 8.4 above.**

- (b) **Have you bought digital content for download or streaming (for example, a PDF publication or e-book)?** if so, we delivered the digital content to you immediately and you agreed to this when ordering. You will not have a right to change your mind.
- (c) **Have you bought goods (for example, a book)?** if so you have 14 days after the day you (or someone you nominate) receives the goods to change your mind. If the goods are split into several deliveries over different days, you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

8.6 If the product you have purchased is an exam or assessment, an administration fee may be charged if you cancel your exam or assessment outside the 10 working days (Monday to Friday including Bank Holidays) notice period. You must notify APMG in writing or email ([customerservice@apmggroup.co.uk](mailto:customerservice@apmggroup.co.uk)) of your intention to cancel the exam/assessment booking. The administration fee will be deducted from the fee paid and the balance will be refunded to your credit card within 30 days of the cancellation.

8.7 APMG vouchers and gift cards are not refundable.

8.8 Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still contact us to inform us of your wish to end the contract before it is completed. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. **In the case of exams or assessments not cancelled or re-scheduled within the required notice period, no refund will be provided.**

8.9 Even if we are not at fault and you are not a consumer who has a right to change their mind, you can still end the contract in respect of subscriptions. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 30 days after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you.

## 9. HOW TO END THE CONTRACT WITH US

9.1 To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on +44(0) 1494 452 450 or email us at [customerservice@apmggroup.co.uk](mailto:customerservice@apmggroup.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address; or
- (b) **Online.** Complete the form on our website;
- (c) **By post:** write to us at The APM Group Limited, 6th Floor Sword House, Totteridge Road, High Wycombe, Buckinghamshire HP13 6DG, including details of what you bought, when you ordered or received it and your name and address.

- 9.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at APMG, 6th Floor Sword House, Totteridge Road, High Wycombe, Buckinghamshire HP13 6DG. Please call customer services on +44(0) 1494 452 450 or email us at [customerservice@apmgroup.co.uk](mailto:customerservice@apmgroup.co.uk) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 If you are a consumer, we will pay the costs of return: if the products are faulty or misdescribed; if you ending the contract because we have told you of an upcoming change to the product or these Conditions of Sale, and error in pricing or description, a delay in the delivery due to events outside of our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances, including if you are a business customer, you must pay the costs of return.
- 9.4 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.
- 9.5 If you are entitled to a refund under these Conditions of Sale we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.
  - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. Please see clause 8 for further details.
- 9.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
  - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **10. OUR RIGHTS TO END THE CONTRACT**

10.1 We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, information required to check your compliance with exam/assessment requirements; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract..

10.3 We may write to you to let you know that we are going to stop providing the product. We will let you in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **11. IF THERE IS A PROBLEM WITH THE PRODUCT**

If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +44(0) 1494 452 450 or write to us at [customerservice@apmggroup.co.uk](mailto:customerservice@apmggroup.co.uk) or send a letter to 6th Floor Sword House, Totteridge Road, High Wycombe, Buckinghamshire HP13 6DG.

## **12. YOURS RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Nothing in these Conditions of Sale will affect your legal rights.

12.2 If the products delivered to you are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, you must notify us of this in writing by emailing [customerservice@apmggroup.co.uk](mailto:customerservice@apmggroup.co.uk) within 10 working days of the delivery of the products in question.

12.3 We will, where applicable, arrange for the product in question to be sent back to us and will, at our sole discretion, make good any shortage or non-delivery; replace or repair any goods that are damaged or defective; or refund to you the amount paid by you for the product in question to the original method of payment.

## **13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

13.1 If you are a business customer we warrant that on delivery any products which are goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

13.2 Subject to clause 13.3, if:

- (a) you give us notice in writing within a reasonable time of discovery (not to exceed 14 days from receipt) that a product does not comply with the warranty set out in clause 13.1; and
  - (b) we are given a reasonable opportunity of examining such product; and
  - (c) you return such product to us at our cost,
- we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.5 These Conditions of Sale shall apply to any repaired or replacement products supplied by us under clause 13.2.

## **14. PRICE AND PAYMENT**

14.1 The price of the product (which includes VAT) will be the price indicated on the order pages of our website or as notified to you on the telephone when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 below for what happens if we discover an error in the price of the product you order.

14.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.4 We may occasionally offer discount codes that can be used to reduce the price of specified products from time to time. All discount codes are subject to their own terms and conditions. Unless otherwise confirmed by us in relation to a particular discount code, discount codes:

- (a) are exclusive of online postage and packaging and can only be used once per person with one discount code to be used per transaction;
- (b) cannot be used with other promotion, coupon or offer;
- (c) can only be used at the time of purchase and not retrospectively; and
- (d) do not apply to vouchers or gift cards or subscriptions.

We reserve the right to withdraw codes at any time. If you are given a unique discount code that is meant for you only, please keep it secret and don't share it with anyone else. We reserve the right to cancel any discount code or even suspend or close your account without telling you if we believe there has been misuse of a discount code in any way.

14.5 We may issue vouchers which you can use to purchase one or more of our products (such as an examination voucher). Vouchers are non-refundable and have an expiry date (please check the voucher for details) so please ensure they are redeemed within the allocated time. We reserve the right to cancel any voucher in our sole discretion where fraud or misuse is suspected.

14.6 We accept payment with all major credit and debit cards. If you are a business customer with a trade account, we also accept payment via bank transfer. For foreign bank transfers all bank charges must be paid by the customer.

14.7 If you do not have a credit account with us, you must pay for the products before we dispatch them or make them available to you. Payment for pre-orders will be taken at the time of ordering, however, products will not be dispatched until after the launch/release date. In the event that delivery cannot be fulfilled within 60 days of the indicated launch/release date a refund will be authorised upon request.

14.8 If you are a business customer with a trade account, you will be invoiced for all orders. Invoices must be paid within 30 days of the invoice date or in accordance with credit terms which we have agreed with you in writing.

14.9 If you are a business customer you must pay all amounts due to us under these Conditions of Sale in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.10 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England 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. We reserve the right to suspend services or change payment terms due to your failure to adhere to agreed payment terms. This may result in APMG withholding exam booking, results, certificates and manuals.

14.11 If you think an invoice is wrong please contact us promptly and, in any event, within 14 days of receipt, to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14.12 If you are buying products from outside of the UK, cleared funds must be received by us before the products are dispatched or made available to you. When we ship products for delivery outside of the UK, the recipient is liable for all local taxes or import duties that may be payable (please see clause 7 of these Conditions of Sale). We can take no responsibility for this and if the products are returned due to unpaid tax the costs will not be refunded as the sale has been completed. The products can be re-despatched with a further delivery charge at your request.

**15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

15.1 IF WE FAIL TO COMPLY WITH THESE CONDITIONS OF SALE, WE ARE RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF OUR BREAKING THIS CONTRACT OR OUR FAILING TO USE REASONABLE CARE AND SKILL, BUT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH WE AND YOU KNEW IT MIGHT HAPPEN.

15.2 WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS; FOR FRAUD OR FRAUDULENT MISREPRESENTATION; FOR BREACH OF YOUR LEGAL RIGHTS IN RELATION TO THE PRODUCTS INCLUDING THE RIGHT TO RECEIVE PRODUCTS WHICH ARE: AS DESCRIBED AND MATCH INFORMATION WE PROVIDED TO YOU; OF SATISFACTORY QUALITY; AND SUPPLIED WITH REASONABLE SKILL AND CARE.

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 REQUIRED UPDATES 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.

15.4 WE ARE NOT LIABLE FOR BUSINESS LOSSES. IF YOU ARE A CONSUMER WE ONLY SUPPLY THE PRODUCTS FOR DOMESTIC AND PRIVATE USE. IF YOU USE THE PRODUCTS FOR ANY COMMERCIAL, BUSINESS OR RE-SALE PURPOSE OUR LIABILITY TO YOU WILL BE LIMITED AS SET OUT IN CLAUSE 16 OF THESE CONDITIONS OF SALE.

**16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

16.1 NOTHING IN THESE CONDITIONS OF SALE SHALL LIMIT OF EXCLUDE OUR LIABILITY FOR:

- (a) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS (AS APPLICABLE);
- (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (c) BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979; OR
- (d) DEFECTIVE PRODUCTS UNDER THE CONSUMER PROTECTION ACT 1987.

16.2 EXCEPT TO THE EXTENT EXPRESSLY STATED IN CLAUSE 13.1 OF THESE CONDITIONS OF SALE ALL TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALES OF GOODS ACT 1979 ARE EXCLUDED.



16.3 SUBJECT TO CLAUSE 16.1 ABOVE:

- (a) WE SHALL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH ANY CONTRACT BETWEEN US; AND
- (b) OUR TOTAL LIABILITY TO YOU FOR ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH ANY CONTRACT BETWEEN US, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL SUMS PAID BY YOU FOR PRODUCTS UNDER THE CONTRACT.

**17. OTHER IMPORTANT TERMS**

- 17.1 We may transfer our rights and obligations under these Conditions of Sale to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.2 You may only transfer your rights or your obligations under these Conditions of Sale to another person if we agree to this in writing.
- 17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Conditions of Sale.
- 17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Conditions of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 If we do not insist immediately that you do anything you are required to do under these Conditions of Sale, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6 These Conditions of Sale are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.7 If you are a business, any dispute or claim arising out of or in connection with a contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes.