

END USER TERMS AND CONDITIONS

This page (together with any documents referred to on it) explains the terms and conditions on which CAL supplies its Services to End Users. Please ensure that the End User reads these Terms and Conditions carefully either before registering with CAL on the Website, or logging on to the Website using login details supplied by CAL. The End User should understand that by proceeding with its registration and use of the Website, that the End User agrees to be bound by these Terms and Conditions. By ticking the box on the registration page on the Website confirming that you accept the Terms and Conditions and clicking the 'Send' button, or by logging on to the Website using the login details supplied by CAL, the End User indicates that they accept these Terms and Conditions. Please be aware that if the 'I Confirm Acceptance' box is not ticked, then you will not be able to proceed with registering on the Website.

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions.

"CAL"	means Competent Adviser Ltd, a company registered in England and Wales under the company number 04691368 whose registered office is at Stiles House, Moorhurst Lane, South Holmwood, Dorking, Surrey RH5 4LJ;
"Charges"	means the fees payable by the End User in consideration for the Services, as applicable from time to time and confirmed to the End User during the End User's registration with CAL, or as detailed on the Website, as notified to the End User in accordance with these Terms and Conditions;
"Contract"	the contract between the End User and CAL for the provision of the Services on the Terms and Conditions set out herein;
"Courses/Training"	means the courses and/or training programmes provided by CAL to End Users who are registered with CAL, under these Terms and Conditions;
"End User"	the person, firm or company who uses the Services available on the Website from CAL, whose details are entered onto the Website in accordance with these Terms and Conditions;
"Group"	means the network group that the End User belongs to for the purposes of operating its business;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Registration Period"	means the period of time during which the End User is registered with the Website in order to have access to the Courses/Training available on the Website and to receive the Services, as selected from the relevant drop-down box on the Website or as indicated to CAL by the End User or Group during the registration process outlined in these Terms and Conditions, and for which payment of the Charges relevant to the registration period have been paid;
"Services"	means a licence to access the Software on the Website for the provision of the Courses/Training that the End User may wish to receive, as provided by CAL through the Website;
"Software"	means the software contained within the Website which operates the Courses/Training to End Users who are registered with the Website in accordance with these Terms and Conditions;
"VAT"	value added tax chargeable under English law for the time being and any similar additional tax;
"Website"	www.competentadviser.com .

- 1.2 Headings do not affect the interpretation of these Terms and Conditions.
- 1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular, and a reference to one gender shall include a reference to the other genders.

2 APPLICATION OF CONDITIONS

- 2.1 These Terms and Conditions shall:
- 2.1.1 apply to and be incorporated in the Contract; and
 - 2.1.2 prevail over any inconsistent terms or conditions contained in, or referred to by any End User, or implied by law, trade custom, practice or course of dealing.

3 HOW THE CONTRACT IS FORMED

- 3.1 The End User's request (made either by the End User directly or through the Group where the Group has authority to act on the End User's behalf, including to accept these Terms and Conditions when registering the End User on to the Website, or by CAL on the End User or Group's request) for the supply of Services by way of entering their details on to the Website for registration with CAL constitutes an offer by the End User to purchase the Services on these Terms and Conditions.
- 3.2 CAL shall acknowledge the End User's request for registration by sending to the End User directly an email, providing the End User with login details (consisting of a user name and password), at which point (subject to payment of the Charges in accordance with Clause 7) the Contract is formed between the parties. CAL reserves the right to reject any application to register an End User, at its entire discretion and without having to provide a reason for such rejection.
- 3.3 The End User shall be able to access their section of the Website using these login details for the day on which they receive the email notification from CAL with their login details, in order to preview the full content of the Services. However, the End User shall be required to make payment of the Charges the day after the email notification under Clause 3.2 is sent by CAL for the End User to have full access to the Services on the Website, for the relevant Registration Period.
- 3.4 If you are contracting as a consumer, you may cancel a Contract at any time within seven (7) working days, beginning the day after the End User applies for registration on the Website in accordance with Clause 3.1. To cancel a Contract, the End User must inform CAL in writing. However, the End User's right to cancel a Contract under this Clause 3.4 shall not apply if the End User agrees to the Services commencing before the end of the usual seven (7) working day cancellation period.

4 SERVICES

- 4.1 The Services will consist of the provision of Courses/Training detailed on the Website. Once the End User is registered on the Website in accordance with Clause 3 and has paid the relevant Charges in accordance with Clause 7, it shall be entitled to sign up to the Courses/Training on the Website for the Registration Period applicable to the End User.
- 4.2 The End User shall be provided with a Quick Start Guide in order to show the End User how the main parts of the Website operate and access to the Courses/Training can be obtained following the registration process being completed in accordance with these Terms and Conditions.
- 4.3 The End User acknowledges that CAL uses the Software and other technical processes in the provision of the Services and CAL reserves the right to change processes and Software used in the provision of the Services to ensure that the Services are kept up to date and in line with current and changing technologies.

5 CAL'S OBLIGATIONS

- 5.1 CAL shall use reasonable endeavours to provide the Services in accordance with these Terms and Conditions and with all reasonable care and skill.

6 END USER'S OBLIGATIONS

- 6.1 The End User:
- 6.1.1 shall co-operate with CAL in all matters relating to the Services;
 - 6.1.2 shall supply all relevant information to CAL in order for CAL to provide the Services;
 - 6.1.3 shall be responsible (at its own cost) for all access requirements to a computer, the Internet and all other connections required for the End User to receive the Services;
 - 6.1.4 shall indemnify CAL against any loss, claims, costs, expenses, damages and fees (including legal fees) without limitation arising due to the End User's use of the Website;
 - 6.1.5 shall make payments to CAL for the Charges in accordance with these Terms and Conditions; and
 - 6.1.6 warrants that the End User is over 18 years old and is legally capable of entering into binding contracts.
- 6.2 If CAL's performance of its obligations under the Contract is prevented or delayed by any act or omission of the End User or the End User's agents, sub-contractors or employees, CAL shall not be liable in respect of any direct or indirect losses howsoever caused.

7 CHARGES AND PAYMENT

- 7.1 The Charges exclude VAT, which CAL shall be entitled to charge at the appropriate rate.
- 7.2 The End User shall pay the Charges relevant for the Registration Period which the End User signs up to during the registration process in accordance with Clause 3.1, for the provision of the Services. The End User shall make payment for the Charges through the Website, by entering their username and password forwarded to the End User in accordance with Clause 3.2 and accessing the payment page of the Website, unless otherwise agreed between CAL and the End User or Group through the registration process at Clause 3.1.
- 7.3 If the End User is making payments direct on the Website under Clause 7.2, the End User will be directed on the payment page to the Registration Period options, at which time the End User shall select the relevant Registration Period and applicable Charges, and proceed through to the payment stage on the Website. The End User will be redirected to CAL's secure online payment provider (protx) web page in order for the End User to enter their payment details (which will not be visible to CAL, only to the secure online payment provider), for payment of the Charges to be processed. Once payment of the Charges has been completed, the Contract between the End User and CAL comes into existence in accordance with Clause 3.2 and the End user shall have full access to the Website and use of the Services provided on the Website for the Registration Period.
- 7.4 The Website contains a number of different Charges that may apply to different Registration Periods and, despite CAL's best efforts, some of the Charges listed on the Website may be incorrect. CAL will normally verify Charges as part of the payment process on the Website so that, where Charges are incorrectly listed, CAL will either charge the lower amount (if the Charge indicated is higher than the actual Charge for that Registration Period), or will either contact the End User for instructions before finalising registration or reject the registration and notify the End User of the rejection and of what the correct Charge is for the relevant Registration Period. CAL is under no obligation to provide the Services to the End User at the incorrect (lower) Charge, even if the price error is obvious and unmistakable and could have reasonably been recognised by the End User as a mis-pricing.
- 7.5 Without prejudice to any other right or remedy that the CAL may have, if the End User fails to pay the Charges to CAL, CAL may shall be entitled to suspend all Services until payment has been made in full.
- 7.6 Time for payment shall be of the essence of the Contract.
- 7.7 CAL may, without prejudice to any other rights it may have, set off any liability of the End User to CAL against any liability of CAL to the End User.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights and all other rights in the Website (including, but not limited to, the Software) and the Services (including, but not limited to, the Courses/Training) shall be owned by or licensed to CAL.
- 8.2 The End User acknowledges that no rights or licences are granted to the End User in respect of any Intellectual Property Rights under the Contract, unless specified in these Terms and Conditions.

9 CONFIDENTIALITY

- 9.1 The End User shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, and any Intellectual Property Rights, that have been disclosed to the End User by CAL or its agents, or discovered by the End User, and any other confidential information concerning CAL's business or Services which the End User may obtain. The End User shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the End User's obligations to CAL, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the End User.
- 9.2 This Clause 9 shall survive termination of the Contract, however arising.

10 DATA PROTECTION

- 10.1 CAL is a processor of personal data that the End User may upload on to the Website in order to receive the Services. CAL is only processing the End User's personal data for the purposes of providing the Services.
- 10.2 CAL agrees to process all personal data received from the End User in accordance with the instructions of the End User and in accordance with these Terms and Conditions, and the Privacy Policy on the Website from time to time, and to take reasonable technical and organisational measures against unauthorised or unlawful processing of the personal data.

11 LIMITATION OF LIABILITY

- 11.1 The following provisions set out the entire financial liability of CAL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the End User in respect of:
- 11.1.1 any breach of the Contract;
- 11.1.2 any use made by the End User of the Services or any part of them; and

- 11.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these Terms and Conditions excludes or limits the liability of either party:
- 11.3.1 for death or personal injury caused by that party's negligence; or
- 11.3.2 for fraud or fraudulent misrepresentation.
- 11.4 Subject to Clause 11.2 and Clause 11.3:
- 11.4.1 CAL shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
- 11.4.1.1 loss of profits; or
- 11.4.1.2 loss of business; or
- 11.4.1.3 depletion of goodwill or similar losses; or
- 11.4.1.4 loss of anticipated savings; or
- 11.4.1.5 loss of goods; or
- 11.4.1.6 loss of contract; or
- 11.4.1.7 loss of use; or
- 11.4.1.8 loss or corruption of data or information; or
- 11.4.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses
- 11.4.2 CAL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Charges paid for the Services.
- 12 **TERMINATION**
- 12.1 The Contract between the parties shall commence on the date the End User pays the Charges in accordance with Clause 7 and shall continue for the Registration Period unless terminated by in accordance with this Clause 12.
- 12.2 When the selected Registration Period for an End User is close to expiry, CAL shall issue a warning message through the Website notifying the End User that their Registration Period is coming up for renewal. If the End User does not renew a Registration Period on the Website following expiry of the Registration Period, the End User's login details may be disabled by CAL and the End User would be required to pay the relevant Charges for any further Registration Period that the End User would like to sign up to, in accordance with Clause 7.
- 12.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:
- 12.3.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 12.3.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
- 12.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 12.3.4 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- 12.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- 12.3.6 the other party ceases, or threatens to cease, to trade; or
- 12.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 12.4 If the Contract is terminated in accordance with Clause 12.3 by CAL against the End User, then there shall be no refund on any amounts paid to CAL by the End User for the Services.
- 12.5 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.
- 13 **FORCE MAJEURE**

CAL shall have no liability to the End User under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of CAL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of CALs or sub-contractors.

14 **GENERAL**

- 14.1 This Contract, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 14.2 Any waiver of this Contract shall not be binding on the parties unless set out in writing.
- 14.3 CAL has the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in its system's capabilities or obligations to other third parties. The End User will be subject to the policies and Terms and Conditions in force at the time that the End User enters into a Contract with CAL (or any renewal of registration with CAL under these Terms and Conditions is completed), unless any change to those policies or these Terms and Conditions is required to be made by law or government authority (in which case it will apply to the End User's registration as from the date of such change), or if CAL notifies the End User of the change to those policies or these Terms and Conditions before the End User registers or renews its registration with CAL through the Website (in which case CAL has the right to assume that the End User has accepted the change to the Terms and Conditions, unless the End User notifies CAL to the contrary within seven (7) working days of registration or renewal).
- 14.4 If any provision of this Contract is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Contract in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this Contract shall not be affected in any other jurisdiction.
- 14.5 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 14.6 No failure to exercise, nor any delay in the exercise, by either party to this Contract of any right, power, privilege or remedy under this Contract shall impair, or operate as a waiver of, such right, power, privilege or remedy.
- 14.7 Any notice required to be given under this Contract, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing and personally delivered, sent by pre-paid first-class post or by fax. Such notice shall be deemed to have been given on delivery at the relevant address or, if sent by first-class pre-paid post, two business days (that is, any day which is not a Saturday, Sunday or public holiday in the place at or to which the notice is left or sent) after the date of posting, or if sent by fax, when despatched, subject to confirmation of uninterrupted transmission by a transmission report.
- 14.8 Nothing in this Contract shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.
- 14.9 This Contract shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.