

# STANDARD TERMS & CONDITIONS

## FOR SUPPLY OF SERVICES & DIGITAL CONTENT FOR FLEXEBEE® LTD

These are the Terms and Conditions on which We supply Courses (as defined below) to You, whether these are Services (as defined below) or Digital Content (as defined below) and as listed on our Website, [www.flexebee.co.uk](http://www.flexebee.co.uk) ("the Website"). Please read these Terms and Conditions carefully before placing any Order (as defined below) with Us. You should understand that by ordering any of our Courses, You agree to be bound by these Terms and Conditions. You should print a copy of these Terms and Conditions for future reference. These Terms and Conditions are incorporated into the Contract between Us for the provision of the Courses. Please understand that if You refuse to accept these Terms and Conditions, You will not be able to Order any Courses, including Services or Digital Content from Us.

### 1. Definitions

In this document the following words shall have the following meanings:

**"Consumer"** means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession;

**"Contract"** means these Terms and Conditions together with the terms of any applicable Service Specification;

**"Courses"** means courses supplied by Us, together with relevant Course Materials (where applicable) as more particularly described on the Website;

**"Course Materials"** means the supporting materials and documentation supplied with the Courses (where applicable);

**"GDPR"** means The General Data Protection Regulation (EU) 2016/679;

**"Digital Content"** means any e-learning, Webinars and Blended Learning resources provided to You by Us;

**"Intellectual Property Rights"** means patents, rights to Inventions, copyright and related rights, trade-marks, trade names and domain names, **rights in get-up, rights** in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**"Licences"** means Your right to access a digital e-learning course for a period of 12 months having previously paid for it or entered into a binding subscription to pay.

**"Order"** means Your Order for the Products;

**"Products"** means the Courses, including any Services or Digital Content.

**"Services"** mean the Services to be provided by Us to You in connection with the Courses, as more particularly described on the Website;

**"Service Specification"** means a statement of work or Order confirmation or other similar document describing the Services or Digital Content to be provided by Us;

**"We / Our / Us"** means Flexebee LTD, a company registered in England and Wales under company number 10372858 of The Press Centre, 14 East Bay Lane, London, E15 2GW.

**"You / Your"** means the organisation or person, who purchases Services from Us.

### 2. INFORMATION ABOUT US

2.1. We operate the Website, [www.flexebee.co.uk](http://www.flexebee.co.uk).

### 3. GENERAL

3.1. These Terms and Conditions shall apply to all Contracts for the supply of Courses, including any applicable Licences, Services or Digital Content, by Us to You.

3.2. Before the commencement of the Courses, We will submit to You a Service Specification and/or description of the Courses (as appropriate) which shall specify the Courses, Course Materials (where applicable), Digital Content and/or Services to be performed or supplied and the price payable. You shall notify Us immediately if You do not agree with the contents of the Service Specification or description of the Courses. All Service Specifications or Course descriptions are subject to these Terms and Conditions.

3.3. Subject to clause 10, We shall use reasonable endeavours to complete the Services, provide the Digital Content or deliver the Courses within estimated time frames, but time shall not be of the essence in the performance of any Services and/or delivery of the Courses/ Digital Content.

3.4. We may, in addition to our own employees, engage sub-Contractors to provide all or part of the Courses/Services being provided to You and such engagement shall not relieve Us of our obligations under the Contract.

### 4. YOUR STATUS

4.1. By placing an Order with Us by any means (including by email, telephone, letter, fax, video conference call or via Our Website), You warrant that:

4.1.1. You are legally capable of entering into binding Contracts;

4.1.2. You are at least 18 years old.

### 5. HOW THE CONTRACT IS FORMED

5.1. **Placing an Order with Us.** After placing an Order with Us by any means (including by email, telephone, letter, fax, video conference call or via Our Website), You will receive an e-mail from Us acknowledging that We have received Your Order. Please note that this does not mean that Your Order has been accepted.



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**5.2. Confirming the Order.** Your Order constitutes an offer to Us to provide the Courses/Services/Digital Content. All Orders are subject to acceptance by Us and We will send to You a Service Specification, together with the prices payable for those Courses/ Services/Digital Content together with a set of these Terms and Conditions and/or links to the Terms and Conditions. If We are unable to accept the Order We will inform the You of this and will not process the Order.

**5.3. Acceptance of the Order by Us.** The Contract between Us and You will only be formed when We send to You the Service Specification or the description of the Courses, together with the prices and the Terms and Conditions. If You do not agree with the contents of the Service Specification or written description of the Courses, You shall notify Us immediately (and in any event within 48 hours of the time/date of the Service Specification or description of the Courses) by any means (including by email, telephone, letter, fax or via Our Website). We will correct any errors in the Service Specification and/or description of the Courses and will email the amended Service Specification and/or description of the Courses to You to confirm agreement with its contents and these Terms and Conditions will become binding on You and Us.

## **6. CANCELLATION CHARGES**

### **6.1. Short Courses.**

6.1.1. Once We receive confirmation from You that You wish to proceed with the Order as per Our Service Specification and/or Course description, You shall be liable for the whole fee unless You provide Us with written notification of cancellation.

6.1.2. Where You cancel a short Course in writing, You will become liable for the following:-

6.1.2.1. 21 days or more written notice - 25% of total cost of the Course;

6.1.2.2. 15 - 20 days written notice - 50% of total cost of the Course;

6.1.2.3. 8 - 14 days written notice - 75% of total cost of the Course; or

6.1.2.4. - Less than 7 days written notice - 100% of total cost of the Course.

**6.2. Transferring a Short Course (on site at Your premises).** Should You need to transfer a confirmed booking for a short Course (on site at Your premises) to another date with more than 7 days written notice there will be no charge. If You provide 7 days or less written notice You will be charged for the total cost of the Course. Any subsequent date changes for the same booking will be chargeable in full irrespective of notice given.

### **6.3. Transferring a Short Course (open/scheduled courses at public venues).**

6.3.1. Subject to clause 6.4.2, should You need to transfer a confirmed booking for a short Course (open/scheduled courses at public venues) to another Course, the following charges will apply dependent on notice given:-

6.3.1.1. 28 days or more written notice - no charge;

6.3.1.2. 11-27 days written notice - 25% of total cost of the Course; or

6.3.1.3. 10 days or less written notice - 50% of total cost of the Course.

The above charges only relate to the first transfer. Subsequent date changes for the same booking will be chargeable in full irrespective of notice given.

6.4.2. If you are a Business and You cancel a short Course at a public venue and the date of that short Course falls within 14 days after the date of booking, then no refund shall be permitted.

### **6.4. Distance Learning Courses.**

6.4.1. Once We receive confirmation from You that You wish to proceed with the Order as per Our Service Specification and/or Course description, You shall be liable for the whole fee unless You provide Us with written notification of cancellation in accordance with clause 16.1.

6.4.2. Where you cancel a distance learning Course in accordance with clause 16.1 You will become liable for the following:

6.4.2.1. 28 days or more written notice - 25% of total cost of the Course;

6.4.2.2. 11-27 days written notice - 50% of total cost of the Course;

6.4.2.3. 10 days or less written notice - 100% of total cost of the Course.

6.4.3. Single unit Courses must be completed within 6 Weeks and multiple-unit Courses must be completed within 6 months. You need to return the assignments in accordance with the timescale written on their introductory letter. Late submissions may result in an additional administration fee and or/cancellation of the Course.

### **6.5. E-Learning (Digital Content)/Webinar/Blended Learning.**

6.5.1. Subject to clause 15.4.2, in the event that a Consumer purchases Digital Content and seeks to cancel within 14 working days (commencing the day after purchase) and seek a refund then they may only do so provided that the media has not been downloaded, accessed or streamed.

6.5.2. In the event that You have downloaded, accessed or streamed the Digital Content within the 14 working day cooling off period (see clause 15.4.2), You can no longer obtain a refund for that Digital Content.

### **6.6. All Courses.**

6.6.1. No refund will be made for non-attendance on a Course.

6.6.2. In the event of a cancellation of a Course by Us, We will use reasonable endeavours to inform You as soon as possible of the cancellation, where it is practicable to do so. All Course prices paid will be reimbursed in full, but We are not obliged to reimburse any other costs which have been incurred by You.

**6.7. Failure to notify the cancellation of the booking.** Cancellation or transfer must be made known to Us before the date of the Course. If You do not attend a Course without giving prior notice to Us, the full Course fee remains payable.

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

### **7.1. We may end the Contract for a Product at any time by writing to You if:**

7.1.1. 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 or

7.1.2. 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 or

7.1.3. You do not, allow Us access to Your premises to provide the Courses.

**7.2. You must compensate Us if You break the Contract.** If We end the Contract in the situations set out in clause 7.1 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 You breaking the Contract.



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## 8. ALTERATIONS TO THE SERVICE SPECIFICATION

**8.1. Mutual alterations to the Service Specification.** The parties may mutually agree to alter the scope of the Services as set out on the Service Specification. The alterations agreed between the parties shall be agreed in writing and set out in a new Service Specification.

**8.2. Alterations to the Service Specification requested by You.** You may make a request to Us to alter the scope of the Services as set out in the Service Specification by giving 21 days written notice to Us prior to the date that the Services are to be performed by Us. On receipt of the written request from You, We shall, within 5 working days or such other period as may be agreed between the parties, advise You in writing of any changes to the price payable by You as a result of the alterations.

**8.3. Alterations to the Service Specification requested by Us.** We may propose alterations to the scope of the Services as set out in the Service Specification by giving 21 days written notice to You prior to the date that the Services are to be performed by Us. You shall, within 5 working days of receipt of such notice, or such other period as may be agreed between the parties, advise Us in writing as to whether or not You wish to proceed with the Contract on the basis of the alterations.

**8.4. Amended Service Specifications.** Should You wish to proceed with the Contract on the basis of the alterations as set out in clause 8.2 or 8.3, We shall generate a new Service Specification to reflect the alterations as agreed by You and send the new Service Specification to You and We shall perform the Services in accordance with the new Service Specification.

## 9. PROVIDING THE PRODUCTS

**9.1. Delivery costs.** The costs of delivery will be as displayed in the Royal Mail first class tariff from time to time.

**9.2. If the Products are one-off Services (course booking).** We will provide the Service and book the Course on the date We accept Your Order.

**9.3. 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.

**9.4. We are not responsible for delays outside our control.** 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.

**9.5. If You do not allow Us access to provide the Services.** If You do not allow Us access to Your premises to provide the Courses as arranged (and You do not have a good reason for this) We may charge You additional costs incurred by Us as a result. If, despite our reasonable efforts, We are unable to contact You or re-arrange access to Your property We may end the Contract and clause 7.2 will apply.

**9.6. What will happen if You do not give required information to Us.** We may need certain information from You so that We can supply the Products to You, for example, an address for delivery. If so, this will have been stated in the description of the Products on our Website. We will contact You to ask for this information. If You do not give Us this information within a reasonable time of Us asking for it, or if You give Us incomplete or incorrect information, We may either end the Contract (and clause 7.2 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.

**9.7. Reasons We may suspend the supply of Products to You.** We may have to suspend the supply of a Product to:

9.7.1. deal with technical problems or make minor technical changes;

9.7.2. update the Product to reflect changes in relevant laws and regulatory requirements;

9.7.3. make changes to the Service Specification as requested by You or notified by Us to You (see clause 10).

**9.8. Your rights if We suspend the supply of Products.** We will contact You in advance to tell You We will be suspending supply of the Products, unless the problem is urgent or an emergency. If We have to suspend the Product for longer than 30 days 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 We will refund any sums You have paid in advance for the Product in respect of the period after You end the Contract.

**9.9. We may also suspend supply of the Products if You do not pay.** If You do not pay Us for the Products when You are supposed to (see clause 10.3) 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 6 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 10.6). We will not charge You for the Products during the period for which they are suspended. As Well as suspending the Products We can also charge You interest on Your overdue payments (see clause 10.4.3).

## 10. PRICE AND PAYMENT

**10.1. Where to find the price for the Product.** The price of the Product (which includes VAT) will be the price indicated on the Service Specification and/or description of the Course. We take reasonable care to ensure that the price of Product advised to You is correct. However please see clause 10.3 for what happens if We discover an error in the price of the Product You Order.

**10.2. We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date of Your Order 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.

**10.3. What happens if We got the price wrong.** 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 the date of Your Order is less than our stated price at Your Order date, We will charge the lower amount. If the Product's correct price at the date of Your Order is higher than the price stated in our price list, 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 Products provided to You.

**10.4. When You must pay and how You must pay.** When You must pay depends on what Product You are buying:

**10.4.1. For Digital Content,** You must pay for the Digital Content before You download them. If You are buying an annual subscription to access Licences you may opt to pay by monthly Direct Debit (as described on your invoice). Under this option the full price is equally split between 12 monthly Direct Debit payments. In the event that You fall into arrears with Direct Debit payments then the full balance becomes immediately due and payable.

**10.4.2. For Services/Courses,** We will invoice You for the price of the Services/Courses once We have completed our obligation to arrange the Services/Courses. You must pay each invoice within 7 calendar days after the date of the invoice.



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**10.5. We can charge interest if You pay late.** 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 8% 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.

**10.6. What to do if You think an invoice is wrong.** If You think an invoice is wrong please contact Us promptly to let Us know and We will not charge You interest until We have resolved the issue.

**10.7. When increasing the number of users** on your subscription the renewal date for the whole subscription will be 12 months from the date of the most recent user increase.

**10.8. We may increase the price** of the recurring subscription at any time, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

## **CLAUSES 11 TO 14 ONLY APPLY IF THE CUSTOMER IS CONTRACTING AS A BUSINESS.**

### **11. SUPPLY OF SERVICES**

11.1. We shall provide the Services to You in accordance with the Order in all material respects.

11.2. We shall use reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

11.3. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify You in any such event.

11.4. We warrant to You that the Services will be provided using reasonable care and skill.

### **12. TERMINATION AND SUSPENSION**

12.1. If You become subject to any of the events listed in clause 12.2, We may terminate the Contract with immediate effect by giving written notice to You.

12.2. For the purposes of clause 12.1, the relevant events are:

12.2.1. You suspend, or threaten to suspend, payment of Your debts, or are unable to pay Your debts as they fall due or admit an inability to pay Your debts, or (being a company or limited liability partnership) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

12.2.2. You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or makes a proposal for or enter into any compromise or arrangement with Your creditors;

12.2.3. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Your company, other than for the sole purpose of a scheme for a solvent amalgamation of Your company with one or more other companies or the solvent reconstruction of Your company;

12.2.4. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over Your company;

12.2.5. (being a company) the holder of a qualifying floating charge over Your assets has become entitled to appoint or has appointed an administrative receiver;

12.2.6. a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets;

12.2.7. (being an individual) You are the subject of a bankruptcy petition or order;

12.2.8. a creditor or encumbrancer of the Your company attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

12.2.9. any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.1 to clause 12.2.6 (inclusive);

12.2.10. You suspend, threatens to suspend, cease or threaten to cease to carry on all or a substantial part of its business;

12.2.11. Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy; and

12.2.12. (being an individual) You die or, by reason of illness or incapacity (whether mental or physical), is incapable of managing Your own affairs or become a patient under any mental health legislation.

12.3. Without limiting our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.4. Notwithstanding clause 9.15, without limiting Our other rights or remedies, We may suspend provision of the Products under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 12.2.1 to clause 12.2.12, or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.

12.5. On termination of the Contract for any reason You shall immediately pay to Us all of Our outstanding unpaid invoices and interest.

12.6. You shall return all of the Course Materials and any Products which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

12.7. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

12.8. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12.9. If you have purchased Licences from Us, these shall be sold in values of 12 months each. Unless you notify us in writing that you wish to cancel, these Licences shall be automatically renewed for another 12 months and so on and so forth. Termination of the first year's annual Licence can be done at any time in writing but no refund will be due and You must still pay the full amount due less any part payments already made. Termination of annual Licences (from the second year onwards) must be given in writing not less than 3 months before the end of the 12 month period (which commences on the date of invoice). For the avoidance of doubt, if You wish to cancel a



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subsequent 12 month Licence, You must notify Us in writing by month 9 of that 12 month period that You do not intend to continue into subsequent years.

### 13. LIMITATION OF LIABILITY

13.1. Nothing in these Conditions shall limit or exclude Our liability for:

13.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

13.1.2. fraud or fraudulent misrepresentation;

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

13.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

13.1.5. defective products under the Consumer Protection Act 1987.

13.2. Subject to clause 14.1.1:

13.2.1. We shall under no circumstances whatever 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 the Contract; and

13.2.2. Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

13.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

### 14. CERTIFICATES

Course Certificates remain Your property (once paid for) and do not belong to the course attendee.

### CLAUSES 15 TO 18 ONLY APPLY IF THE CUSTOMER IS CONTRACTING AS A CONSUMER.

### 15. YOUR RIGHTS TO END THE CONTRACT

15.1. **Ending the Contract because of something We have done or are going to do.** If You are ending a Contract for a reason set out at 15.1.1 to 15.1.5 below the Contract will end immediately and We will refund You in full for any Products which have not been provided and You may also be entitled to compensation. The reasons are:

15.1.1. We have told You about an upcoming change to the Product or these terms which You do not agree to (see clause 8);

15.1.2. We have told You about an error in the price or description of the Product You have Ordered and You do not wish to proceed;

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

15.1.4. 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

15.1.5. You have a legal right to end the Contract because of something We have done wrong.

15.2. **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** For most Products 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 Terms and Conditions.

15.3. **When You don't have the right to change Your mind.** You do not have a right to change Your mind in respect of:

15.3.1. Digital Content after You have started to download or stream these (noting clause 12.9.);

15.3.2. Services, once these have been completed, even if the cancellation period is still running;

15.3.3. Products sealed for health protection or hygiene purposes, once these have been unsealed after You receive them;

15.3.4. sealed audio or sealed video recordings or sealed computer software, once these Products are unsealed after You receive them; and

15.3.5. any Products which become mixed inseparably with other items after their delivery.

15.4. **How long do I have to change my mind?** Notwithstanding any other term in these Terms and Conditions, how long You have to change your mind depends on what You have Ordered and how it is delivered:

15.4.1. **Have You bought Services (for example, Courses)?** 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.

15.4.2. **Have You bought Digital Content for download or streaming (for example, e-learning resources)?** If so, You have 14 days after the day We email You to confirm We accept Your Order, or, if earlier, until You start downloading, accessing or streaming the Digital Content. If 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.

15.4.3. **Ending the Contract where We are not at fault and there is no right to change Your mind.** If You do not have any other rights to end the Contract, You can still contact Us before it is completed and tell Us You want to end it. If You do this 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.

### 16. HOW TO END THE CONTRACT WITH US

16.1. **Tell Us You want to end the Contract.** To end the Contract with Us, please let Us know in writing Using the details as set out in the Service Specification, or such other address as may be communicated to You from time to time. All subscription purchases are designed to auto-renew to the next year and it is assumed they will do so unless expressly cancelled by You. If You have bought a subscription package you must give three months written notice to terminate prior to auto-renewing into the next year. Therefore minimum period is twelve months on the assumption that You gave written notice of cancellation three months before month twelve. If You gave written notice after fourteen months then your subscription would be cancelled after your twenty fourth month.

16.1.2. **How We will refund You.** We will refund You the price You paid for the Products, by the method You used for payment. However, We may make deductions from the price, as described below. If You have bought annual Licences then no refund will be due but You are still required to pay the full cost of the 12 month Licence.

16.1.3. **When Your refund will be made.** We will make any refunds due to You as soon as possible. If You are exercising Your right to change Your mind then: Your refund will be made within 14 days of Your telling Us You have changed Your mind.

### 17. IF THERE IS A PROBLEM WITH THE PRODUCT

17.1. **How to tell Us about problems.** If You have any questions or complaints about a Product, please contact Us. You can telephone Us on



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0333 016 2103 || [info@flexabee.co.uk](mailto:info@flexabee.co.uk)

[www.flexabee.co.uk](http://www.flexabee.co.uk)

**17.2. Summary of Your legal rights.** We are under a legal duty to supply Products that are in conformity with this Contract. See the box below for a summary of Your key legal rights in relation to the Product. Nothing in these terms will affect Your legal rights.

#### **Summary of Your key legal rights**

This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice Website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If Your Product is Digital Content, for example learning resources, the Consumer Rights Act 2015 says Digital Content must be as described, fit for purpose and of satisfactory quality:

if Your Digital Content is faulty, You're entitled to a repair or a replacement.

if the fault can't be fixed within a reasonable time, or without causing You significant inconvenience, You can get some or all of Your money back 12 if You can show the fault has damaged Your device and We haven't used reasonable care and skill, You may be entitled to a repair or compensation

If Your Product is Services, for example arranging a Course, the Consumer Rights Act 2015 says:

You can ask Us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it.

if You haven't agreed a price upfront, what You're asked to pay must be reasonable.

if You haven't agreed a time upfront, it must be carried out within a reasonable time.

**17.3. Your obligation to return rejected Products.** If You wish to exercise Your legal rights to reject Products You must either return them in person to where You bought them, post them back to Us or (if they are not suitable for posting) allow Us to collect them from You. We will pay the costs of postage or collection. Please call Us on 03330 162 103 or email Us at [admin@flexabee.co.uk](mailto:admin@flexabee.co.uk) for a return label or to arrange collection.

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

**18.1. We are responsible to You for foreseeable loss and damage caused by Us.** If We fail to comply with these terms, 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, for example, if You discussed it with Us during the sales process.

**18.2. When We are liable for damage to Your property.** If We are providing Services/Courses at Your property, We will make good any damage to Your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property.

**18.3. When We are liable for damage as a result of Digital Content.** If defective Digital Content which We have supplied damages a device or Digital Content belonging to You We will either repair the damage or pay You compensation.

#### **19. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**19.1. How We will use Your personal information.** We will use the personal information You provide to Us:

19.1.1. to supply the Products to You;

19.1.2. to process Your payment for the Products; and

19.1.3. if You agreed to this during the Order process, to inform You about similar Products that We provide, but You may stop receiving these at any time by contacting Us.

**19.2. We will only give Your personal information to third parties where the law either requires or allows Us to do so.**

#### **20. ASSIGNMENT**

**20.1. You may not transfer Your rights to someone else.** You shall not be entitled to assign its rights or obligations or delegate its duties under the Contract without the prior written consent of Us.

**20.2. We may transfer this agreement to someone else.** We may transfer, assign, charge, sub-Contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### **21. OTHER IMPORTANT TERMS**

**21.1. Force Majeure Events.** Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture or supply by third parties of equipment or Services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. If the force majeure event continues for a period of longer than three (3) months, then either party shall be entitled to terminate the Contract without liability to the other. In the event that the Government issues a Pandemic Status anywhere in the UK, We will delay and/or postpone any "face to face" training dates that may be booked to a time notified by the Government as safe to do so, there will be no cost for such a postponement by Us nor will a refund be due.

**21.2. No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

**21.3. Notices.** Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

**21.4. Entire agreement.** These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between the parties relating to the subject matter and supersedes any previous discussions, correspondence, negotiations, agreements, previous arrangements, understanding or proposals, oral or written. Nothing in this Contract shall limit or exclude liability for fraud or fraudulent misrepresentation.



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#### 21.5.Variation.

21.5.1.We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting Our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

21.5.2.You shall be subject to the policies and Terms and Conditions in force at the time that they Order Services and/or Courses from Us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by You), or if Us notifies You of the change to those policies or these Terms and Conditions before Us sends You the Service Specification/Course description (in which case Us has the right to assume that You has accepted the change to the Terms and Conditions, unless You notifies Us to the contrary within seven (7) working days of receipt by You of the Services Specification/Course description.

21.6.**Nobody else has any rights under this Contract (except someone You pass Your guarantee on to).** This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

21.7.**If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.

21.8.**Even if We delay in enforcing this Contract, We can still enforce it later.** If We do not insist immediately that You do anything You are required to do under these terms, 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.

21.9.**Which laws apply to this Contract and where You may bring legal proceedings.**

21.9.1.This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including nonContractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.9.2.Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-Contractual disputes or claims).

22.0. We require the direct debit mandate set up within 28 days from the date of sale. Failure to do this will be taken as a cancellation and you will be charged in full

22.1. Fair Usage. All use of our services will be subject to Fair Usage. For monthly subscription account holders you may delete users on your account and add new users however this will be limited to 20% of the total number of monthly subscriptions you have per quarter, rounded to the nearest figure. E.g. If you have 20 users on a monthly subscription then you will be allowed to delete 4 users and create 4 new users per quarter. If you are a recruitment or care agency then you will be charged based on an active user count per annum, this will be calculated at 4 times the number of users you have subscribed. E.g. If you have 25 users then you can have a maximum of 100 active users use the platform in a 12 month period any more than this will require an increase in your subscription to enable you to add more users.



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