

# Terms and Conditions of Sale

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This website is owned and operated by HIT Training Ltd Limited (otherwise referred to as “we”, “our” or “us”), a company limited by shares that is registered in England and Wales with the company number 05765857 and the registered office address of 24a Cecil Pashley Way, Shoreham-by-Sea, West Sussex BN43 5FF. These terms and conditions apply to all orders you, the customer (“you”), place with us via this website and constitute the entire and only agreement between us. Please read these terms and conditions carefully before ordering any of the online courses and other services displayed on our website (“**Services**”). You should understand that by ordering any of the Services displayed on our website, you agree to be bound by these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from our website.

## Use of our Website

Your use of our site is governed by our [Terms and Conditions of Website Use](#). Please take the time to read these, as they include important terms which apply to you.

We reserve the right to remove access to this website (and the Services) in respect of anyone who does not comply with the above terms of use. In such circumstances no refund shall be made in respect of Services that are no longer accessible.

## Placing an Order

You may place an order with us through this website in relation to the Services sold on our website. We will send you an email acknowledging your order, which will confirm the order details and details of how to access the purchased Services. A binding contract will only come into force between us once you have received this acknowledgement email.

Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

All orders are subject to availability and we reserve the right to reject any order for any reason. If we reject an order (for whatever reason) we will inform you as soon as possible.

## Description

The main characteristics of the Services ordered by you will be set out in the web page within our site describing each specific Service and including a link for ordering the Service via our web site. The Services delivered may differ in non-material respects from the information provided on our website.

An authoritative description of the Services will be contained in our e-mail to you summarising your order.

All other descriptions and any, specifications, advertising, and overview information displayed on our website in relation to the Services are issued or published for the sole purpose of giving an approximate idea of the Services to be provided. They will not form part of the contract between us.

Please ensure that you review the e-mail or quotation summarising your order for the Services to ensure that the Services meet your requirements. If they do not, your cancellation rights are set out below. The Services delivered may differ in non-material respects from the information provided on our website.

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Notwithstanding anything else in these terms, We may make any change to the specification or design of the Services which are required to conform with any applicable safety, statutory or regulatory requirement, or do not materially reduce their quality.

## Price of the Services

The price(s) of the Services are displayed on our website at the time you place your order. Unless stated otherwise, all prices stated on our website are in £ Pound sterling & exclusive of value added tax.

All prices are subject to change without prior notice.

Our website contains a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced. We will not be obliged to supply the Services at the incorrect price, even if we have accepted your order. In this instance the buyer will be contacted and given the option to receive a refund or to pay the corrected price.

## Payment

We must receive payment in full for all the Services you order before your order can be processed. Payment for the Services will be taken through our third party payment provider (as we shall nominate from time to time) and the means of payment available are set out during the order process prior to confirmation of your order. Payment will be received by us upon confirmation from such provider that the transaction has been completed.

## Cancellation

If you are a consumer, you have legal rights in relation to products and services that are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.

In particular, if you are a consumer you have a legal right to cancel a contract during the following period:

- i. Beginning with the placing of your order and receipt of our acknowledgment e-mail; and
- ii. Ending 14 days after placing your order.

You can cancel your contract for the Services within the above period simply by informing us clearly in writing that you wish to do so. You may, but are not required to, use the cancellation form available [here](#).

Please note that if you have expressly chosen Services to be provided on dates which will fall into the above cancellation period, while you may still exercise your right to cancel, we require you to pay for any of the Services you have received.

Whether or not you are a consumer, you may cancel any order for Services (or part thereof) and receive a refund in respect of such at any time up to 7 working days before such Services (or part thereof). The refund amount will be subject to a deduction of any registration costs incurred between the time of booking and cancellation. You will not be able to cancel an order for any part of the Services once they have been accessed.

If you do not access the Services during the twelve (12) months following the date on which they were ordered, we reserve the right to cancel the order and withdraw your access to such Services. You will not receive a refund if the order is cancelled as described in this paragraph.

The Services will be deemed to have been "accessed" when the relevant course is commenced.

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HIT Training reserve the right to cancel or postpone courses. If a suitable alternative location or date cannot be found for you, a complete refund will be issued.

## Privacy

Please refer to our [Data Privacy Policy](#) on our website for a full copy of our Privacy Policy and information on how your personal information will be handled and processed by us.

## Liability

Save to the extent permitted by law, we (and any of our group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility from any amount or kind of loss or damage arising out of or in connection with your use of the Services.

We do not exclude or attempt to limit in any way our liability:

- for personal injury or death resulting from our negligence;
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability; or
- for fraud or fraudulent misrepresentation.

Subject to the exclusions/limitations set out above, we shall not be liable to you for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

We will perform and deliver the Services with reasonable care and skill. We do not give any other representation, warranty or undertaking in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes and do not guarantee any specific results from participating in the online learning courses.

## Events Outside our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an order that is caused by an “**Event Outside Our Control**”.

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

## Our Right to Vary These Terms

We may revise these terms from time to time in the following circumstances:

- changes in how we accept payment from you;
- changes in relevant laws and regulatory requirements; or
- any other changes to our operating or delivery processes.

Every time you order Services from us, the terms in force at that time will apply to the contract between you and us.



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## General

We always try to ensure that our website is always available for you. In the event that our website is unavailable at any time and for any period (for whatever reason) we shall not be liable even if this means you cannot access the Services during that period.

If any provision within these terms and conditions is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

These terms and conditions (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.

If you are not a consumer, these terms and any document expressly referred to in them, including our Data Privacy Policy and Terms and Conditions of Website Use, constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties and representations between us, written or oral, relating to the Services. You acknowledge that in contracting for the Services you have not relied on any statement, representation, assurance or warranty that is not set out in them.