



Terms and Conditions

These terms and conditions outline the rules by which any service/s provided by us to you. Please read this carefully as it includes the rights and responsibilities of all parties.

Meanings

These words and phrases have defined meanings:

Contract – the contract or service level agreement to supply the Services, incorporating the Terms.

Contract Price – the price payable for the Services stated in the Contract.

Deliverables – all documents, materials, data or other information provided by us relating to the Services.

Month – a calendar month.

Our Confidential Information – information we have developed or disclosed to you under the Contract about our business, affairs, customers, clients, plants, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software.

Premises – your property where we will perform the Services.

Services – the Services being supplied under the contract.

Terms – this document.

We or Us – Unloc Learning Limited. The service provider is a company registered in England and Wales under company registration number 8578126 and with its registered office at Portsmouth College, Tangier Road, Portsmouth, Hampshire, PO3 6PZ.

Working Day – any day other than a Saturday, Sunday or public holiday in England.

You – the person, company or establishment buying the Services.

Your Confidential Information – information you have developed or disclosed to us under the Contract about your business, affairs, customers, clients, plants, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software.

Contract Formation

The Contract includes the Terms but not any other terms on which a quotation is accepted or an order is made (or purported to be accepted or made).



The Contract will come into existence on written acceptance by you (or your authorised representative) of our written quotation within 28 days from the date of issue, or any shorter period we may specify (the period during which remains valid) or on written acceptance by us (or our authorised representative) of your order.

Any such quotation or order will be deemed to be an offer to do business on the Terms. All sales literature, price lists or other documents issued by us contain details subject to change without notice and are not offers to supply the Services.

The Terms and the Contract may only be changed by written agreement between your and our authorised representatives.

Orders and Specifications

The Services are as specified in our sales documentation unless expressly changed in an order from you that we accept or in a quotation from us.

Marketing and other descriptive matter relating to the Services are guides only and are no binding on us.

We can change the specification of the Services to conform with safety or other legal requirements or, where the Services are to be supplied to your specification, which do not materially affect their quality or performance.

You may not, without written agreement, cancel any order which we have already accepted.

You must pay us 10% of the Contract Price when cancelling the order if more than one working week after receipt of your booking.

Our Obligations

We will obtain all licences, permits and other consents necessary to perform the Services and comply with all relevant laws and regulations.

We will use reasonable endeavours to meet any timetable for the delivery of the Services, but all delivery dates are negotiable. Time for the delivery of the Services cannot be made of the essence of the Contract.

We will comply with all reasonable health and safety regulations relating to the Premises which you tell us about.



Your Obligations

You must provide us with, or obtain on our behalf, any:

- a. assistance and support;
- b. documentation and information;
- c. licences, consents or permits (legal or otherwise) from a third party or governmental or regulatory body;

In each case as reasonably required by us to perform our obligations under the Contract

You must follow our reasonable instructions about the Services.

You must allow us, and our employees, agents, consultants and subcontractors, access to the Premises, keep the Premises in good order for the supply of the Services and tell us about all health and safety regulations applicable to the Premises at any time.

Price

The Contract Price of the Services is the rate for the Services as listed on our website at www.unloc.org.uk or other such price as we may agree in writing.

Any price we quote for the Services that is not on a published price list will only be valid for 28 days (or any shorter period we may specify).

We will honour at the agreed price all orders or quotations which we have accepted at the time of any price increases.

You must pay us for any additional services which we provide at the rate in accordance to our website at www.unloc.org.uk or any other agreed rate.

The Contract Price does not include any value added tax, excise, sales tax or levy of a similar nature which applies to the Services; you are also responsible for paying this to us.

Payment

We will invoice you for the Contract Price in full 28 days before commencement of your Contract.

You must pay the Contract Price (less any discount or credit we allow but without any other deduction, credit or set-off) within 14 days of our invoice date. Time for payment of the Contract Price is of the essence of the Contract.



You must make all payments in cleared funds to our bank account specified in the Contract.

If you fail to make any payment by the due date, we can (without affecting any other right or remedy we may have, including any right or remedy to statutory interest) charge you interest on the unpaid amount of £5 per working day following a 14 day grace period.

We do not have to accept your order if you have not supplied references that are satisfactory to us. If we are not satisfied about your creditworthiness, we can only notify you in writing that you will not be allowed further credit, in which case you must immediately pay all amounts you owe us in case and we will not supply any more Services until you have paid for them.

Assignment

We can assign or sub-contract the Contract or any part of it to any person without your consent. You cannot assign the Contract or any part of it without prior written consent from us.

Warranties

Each of us warrants to the other that it has the legal right and authority to enter into and perform its respective duties under the Contract.

We warrant that the Services will be performed with reasonable skill and care.

We will not be liable for any deficiency in the Services arising from:

- a. your, or your employees', agents' or any third party's, negligence or failure to follow our instructions; and
- b. any misapplication or alteration of the Services without our prior approval, or any other act or omission by you, your employees or agents or any third party.

We warrant that we have clear title to the Deliverables and your use of them for the purpose of the Services will not infringe the copyright or other intellectual property rights of any third party. We will indemnify you against any loss, damage, costs, expenses or other claims arising from any such infringement.

The Terms and the Contract expressly contain all of your and our warranties, liabilities and obligations in respect of the subject matter of each Contract. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of a contract will be implied into that Contract of any related contract.

Termination of Contract

Without affecting any other right or remedy we may have, we can terminate the Contract on written notice to you and/or suspend any further supply of Services and/or cancel any existing bookings under the Contract without any liability to you and/or require immediate payment for all Services that have been delivered (notwithstanding any previous agreement or arrangement to the contrary) if:

- a. you commit any breach of the Contract that is not remediable or is not remedied within 14 days' of written notice to do so;
- b. you are a company which becomes subject to an administration order or enter into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or become bankrupt or go into liquidation;
- c. you are an educational establishment under the control of the Secretary of State for Education or a Local Education Authority which is ordered to close;
- d. we reasonably believe that any of the events mentioned above is about to occur in relation to you and notify you accordingly

Limitation of Liability

Subject to the paragraphs above (Warranties) and the paragraph immediately below, the following provisions set out entire financial liability (including any liability for the acts or omissions or our employees, agents and sub-contractors) to you for:

- a. any breach of the Terms or the Contract;
- b. any use made (including modifications) by you of the Services, or any product ancillary to the Services; and
- c. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

Noting in these Terms excludes or limits our liability for:

- a. death or personal injury caused by our negligence;
- b. breach of the terms implied by s12 of the Sale of Goods Act 1979;
- c. any matter for which it would be illegal for us to exclude or attempt to exclude our liability; or
- d. fraud or fraudulent misrepresentation by us.

Neither we nor you will be liable for:

- a. any form of indirect, consequential or special loss;
- b. any loss or corruption of data, database or software

- c. any loss of business, contracts or commercial opportunities or any other form of pure economic loss, direct or indirect;
- d. any loss or damage to goodwill or reputation;
- e. any loss of profits, income, revenue or anticipated savings.

Our 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 is limited to the Contract Price.

Confidentiality

We will only use Your Confidential Information to perform an obligation under the Contract and will only disclose any of it to employees, officers, sub-contractors, representatives or advisers who need it to discharge our obligations under the Contract and who agree to maintain its confidentiality and only use it to perform an obligation under the Contract.

You will only use Our Confidential Information to perform an obligation under the Contract and will only disclose any of it to employees, officers, sub-contractors, representatives or advisers who need it to discharge your obligations under the Contract and who agree to maintain its confidentiality and only use it to perform an obligation under the Contract.

No information is Our Confidential Information or Your Confidential Information if it:

- a. has become generally available to the public (other than as a result of its disclosure by the receiving party or its employees, officers, representatives or advisers in breach of these Terms);
- b. was available or known to the receiving party on a non-confidential basis before it was disclosed by the disclosing party;
- c. is developed by or for the receiving party independently of the Contract;
- d. is required to be disclosed by law, court order or any governmental or regulatory body.

Circumstances beyond the control of the parties

Neither party will be liable for any failure or delay in performing an obligation (including a delivery delay or failure) resulting from any cause beyond its reasonable control, but it must as soon as reasonably practical notify any unaffected party who can then suspend or terminate the obligations of the Contract on notice taking effect immediately on delivery.

Entire agreement

The Contract contains the whole agreement between parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place about the Contract.

General

The Contracts (Rights of Third Parties) Act 1999 does not apply to the Contract and no third party will have any right to enforce or rely on any provision of the Contract.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

Provisions which by their intent or terms are meant to survive the termination of their Terms will do so.

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract will not be affected.

Unless specifically provided by the parties, nothing in the Contract will establish any partnership or joint venture between any of the parties, or mean that any party becomes the agent of another party, nor does the Contract authorise any party to enter into any commitments for or on behalf of any other party.

Any notice (other than legal proceedings) to be delivered under the Contract must be in writing and delivered by prepaid first class post to or left by hand delivery at the registered address or place of business of the notified party, or sent by email to other party's main email address. Notices:

- a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and where posted from or to addresses outside the United Kingdom, on the tenth Working Day following date of posting;
- b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
- c. sent by email will be deemed to have been received on the next Working Day after transmission.



Governing law and jurisdiction

The Contract will be governed by and interpreted according to English law. All disputes arising under the Contract will be subject to the exclusive jurisdiction of the English courts.

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