

Payee name:

Commercial Course - Terms and Conditions

These Terms and Conditions of Online Courses, which incorporate by reference the Terms and conditions of website use and which are subject to any Additional Online Terms and Conditions (if any) (together, the "Online Terms"), apply to the sale of any Online Course. Please read the Online Terms carefully before purchasing an Online Course and print off a copy for your records. By ordering an Online Course, you are confirming your agreement to be bound by the Online Terms.

1. ONLINE COURSE PROVIDER

1.1 The Online Courses are provided by Real Skills Training Limited (hereinafter referred to as "Real Skills", "we" or "us"), a company incorporated in England with company number 07850670 and with its registered office at 215 Crosby Road South, Liverpool, L21 4LT. online.realskills.co.uk is operated by Real Skills.

1.2 We will use our reasonable endeavours to provide the Online Courses advertised by Real Skills

1.3 We will provide the Online Courses using reasonable care and skill

1.4 We may appoint independent sub-contractors to assist in providing Online Courses or use third parties to arrange or supply certain aspects of, or services in connection with, our Online Courses. You agree that our obligation to you is to use reasonable care in selecting competent, independent sub-contractors and third-party suppliers to provide reasonable services related to the Online Courses. You agree that Real Skills is not responsible for the actions or omissions of such sub-contractors or third-party suppliers

2. DEFINITIONS

2.1 Capitalised terms used herein (and not otherwise defined) have the following meanings:

- "Additional Study Materials" means any Online Study Materials or Physical Study Materials not included in the Course Fee.
- "Additional Online Terms and Conditions" means any additional terms and conditions relating to an Online Course agreed in writing by Real Skills with a particular student;
- "Brochure" means any online or hard copy material produced by Real Skills that provides detailed information with respect to the Online Courses;
- "Course Fee" means the fee payable for an Online Course but excludes any delivery charges payable in relation to the delivery of Course Materials, if applicable, and any import duties, taxes and customs clearances which may be payable;
- "Course Materials" means the materials provided by Real Skills in the course of the delivery of any Online Course, which may be:
 - (i) Online Study Materials and/or
 - (ii) Physical Study Materials;
- "On Demand Online Course" means an online course which does not have a predetermined start date and is available for study by you immediately following delivery by Real Skills;
- "Online Course" means either an On Demand Online Course or a Scheduled Online Course provided by Real Skills;
- "Online Study Materials" means any material in an electronic format which may be
 - (i) downloaded from the Website or
 - (ii) accessed and viewed on the Website, including, but not limited to, PDFs, MP3s, JPEGs, MPEG4s and MOVs;

- "Physical Study Materials" means any material in a physical format, including, but not limited to, DVDs, CD Rom, Blu-ray, and Audio CDs
- "Scheduled Online Course" means an online course which is only available for access by you on a predetermined start date;
- "Terms and Conditions of Use" means the terms and conditions pursuant to which you may access the Website and which can be found here;
- "Website" means online.realskills.co.uk or any other domain operated by Real Skills;
- "Partner Website" means the websites run by our partners; and
- "you" means the individual purchasing the Online Course

2.2 The use of singular words herein also includes the plural

3. PURCHASING AND CONFIRMATION

3.1 In order to purchase an Online Course you must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate

3.2 When you place an order for an Online Course, you are offering to purchase that Online Course on the Online Terms

3.3 A legally binding agreement shall only come into existence once:

(a) Real Skills has accepted your offer to purchase an Online Course by sending you an order confirmation email which will provide you with a link to access the Online Course, along with log on details (if applicable); and
(b) Real Skills has received from you (or on your behalf) the entire Course Fee in cleared funds for the Online Course with a one-off lump-sum payment in accordance with Clause 4.3 or an appropriate payment plan has been set up and a deposit taken;

3.4 The Online Terms, together with your order confirmation email, constitute the entire agreement between us (the "Contract") and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement, promise or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of the Online Terms. You acknowledge that you have not relied on any understanding, undertaking, representation, warranty, arrangement, promise or statement made or given by us or on our behalf, which is not set out in the Contract

3.5 You must check the details on the order confirmation email when you receive it. If there are any errors, please contact us immediately at info@real-skills.co.uk

3.6 Where your order consists of multiple Online Courses, each individual Online Course will be treated by Real Skills as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Online Courses will not be an acceptance by Real Skills of your offer to purchase any other Online Courses which make up your order

3.7 We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse to accept an offer to purchase one or more Online Courses. In such circumstances, no contract will arise, and we will return any payment

3.8 Before a Contract comes into existence between you and us, we reserve the right to increase or decrease the advertised Course Fee for an Online Course and/or to amend any of the information contained in the Online Course description. We also reserve the right to withdraw at any time Online Courses advertised for sale on the Website and/or in any Brochure

4. PAYMENT

4.1 The Course Fee for any Online Course at any given time and any additional delivery charges payable in relation to the delivery of Course Materials, if applicable, will be displayed on the Website, Partner Website and/or in a Brochure

4.2 All amounts are payable in British Pound Sterling (GBP) and/or the local currency (subject to availability). Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to Real Skills

4.3 Unless otherwise specified in respect of a particular Online Course, the Course Fee is payable with a one-off lump-sum payment at least 3 working

days before the course start date

4.4 The option of paying the Course Fee in instalments is offered subject to availability. Acceptance of your offer to purchase the Online Course and pay the Course Fee by instalments is at the sole discretion of Real Skills. Real Skills may withdraw the option of paying the Course Fee in instalments at any time in its sole discretion. Any such withdrawal shall not affect customers who have already purchased an Online Course and are paying the Course Fee in instalments at the date of such withdrawal

4.5 The total amount paid for any Online Course may differ depending on whether the Course Fee is paid for with a one-off lump sum payment or in instalments, subject to availability

4.6 Where the Course Fee is paid for:

(a) with a one-off lump sum payment, payments will be accepted by:

- PayPal;
- credit card (including Visa, MasterCard and American Express) or debit card (including Visa Electron, Delta and Maestro); or
- bank transfer, which will need to be arranged directly with us over the telephone (please see the contact page for contact details at realskills.co.uk/contact or by e-mail at info@real-skills.co.uk; or
- DPO (including credit card, bank transfer and mobile money)

4.7 In the unlikely event that your purchase was accepted at a time when the amount of the Course Fee displayed on the Website and/or in any Brochure is incorrect, Real Skills will notify you as soon as it reasonably can. If the correct amount of the Course Fee is higher than the amount displayed on the Website and/or in any Brochure, then Real Skills will contact you to notify you of the correct Course Fee, so you can decide whether or not you wish to continue with your order of the Online Course at the increased Course Fee. If you decide that you would like to cancel your order, Real Skills will give you a full refund in respect of any amount you have already paid. If the correct Course Fee is lower, Real Skills will refund you the difference between the amount which you have paid and the correct Course Fee payable

4.8 If a payment plan is agreed either directly through Real Skills or a third party finance provider; and a payment fails we will attempt to arrange a re-try of that payment. If a subsequent payment fails or we are unable to arrange a re-try of that payment, then the payment plan will be voided and the full remaining balance of the course will be due within 14 days of the re-try date.

5. CANCELLATION & DEFERRAL

5.1 Subject to Clause 5.6, under the Consumer Protection (Distance Selling) Regulations 2000 ("Distance Selling Regulations") you may cancel your purchase of an Online Course within a period of 7 working days beginning on the day on which the Contract is concluded with you as notified by the order confirmation email from Real Skills, provided you have not accessed the course. If you have accessed the course, then the refund period will be voided any you will not be eligible for a refund.

5.2 In addition to your rights under the Distance Selling Regulations, subject to Clauses 5.6 and 5.8, Real Skills reserves the rights to (a) cancel the course prior to the course start date. (b) defer the start date of your Online Course or change to another Online Course prior to the relevant start date, subject to availability on your chosen Online Course

5.3 Real Skills reserves the rights to cancel any Online Course at any time prior to its scheduled termination date

5.4 If you or Real Skills cancel an Online Course in accordance with Clauses 5.1, 5.2 (a) (as relevant), Real Skills will refund the relevant portion of the Course Fee to you via your original method of payment (less the relevant delivery charges and payment service provider charges as set out Clause 5.5 below) within 30 days of receiving your notice of cancellation/giving notice to you of such cancellation, subject to 3rd party payment service provider's refund processing speed

5.5 If you cancel an Online Course within a period of 7 working days in accordance with Clause 5.1, Real Skills will deduct from any refund of your Course Fee the cost of any delivery charges currency exchange fees, and payment service provider charges paid by Real Skills in relation to the return of any Physical Study Materials, if applicable, by you to Real Skills. If you cancel an Online Course in accordance with Clause 5.2, Real Skills will deduct from any refund of your Course Fee the cost of all applicable delivery charges, including delivery charges paid to deliver the Physical Study Materials to you and currency exchange fees

5.6 You may cancel or defer your order pursuant to Clauses 5.1 or 5.2 by online form or via email, using the contact details that are set out at the end of the Online Terms. Notice will be deemed to be given in accordance with the time period set out in Clause 18.8

5.7 If Physical Study Materials accompany your Online Course and these have been dispatched to you prior to you cancelling your place on the Online Course then you must return them to Real Skills at the address set out in Clause 19 in a reasonable and resalable condition (for audio, video or software products this means in the sealed package in which they were delivered). Any Physical Study Materials returned to Real Skills will be at your own risk. You must obtain proof of postage, which you may be required to produce in the event of any query. You will be responsible for payment of any delivery charges incurred in returning the Physical Study Materials to Real Skills

5.8 Real Skills reserves the right to withhold payment of part or all of your Course Fee refund until all Physical Study Materials have been returned to Real Skills in accordance with Clause 5.7 or if the Physical Study Materials are not returned in a re-saleable condition. Please note that audio, video or software products cannot be returned if you have removed them from the sealed package in which they were delivered. Real Skills will deduct from any refund of part of all of your Course Fee the retail price of any Physical Study Materials which cannot be returned or which are not returned in a re-saleable condition

5.9 If Physical Study Materials accompany your Online Course and these have been dispatched to you prior to you deferring your place on the Online Course, Real Skills will be under no obligation to provide you with any revised or updated Physical Study Materials relating to your deferred Online Course and any additional Physical Study Materials required by you will need to be purchased by you prior to commencing your deferred Online Course

5.10 Full course fee must be received at least 3 working days before the course start date. You will not be entitled to any refund if you cancel your order after 7 working days beginning on the day on which the Contract is concluded with you as notified by the order confirmation email from Real Skills

After this period and before the course start date, subject to Real Skills discretionary, you may apply for a one-time deferral of the same course. Your statutory rights in the event of receiving faulty goods are not affected

6. PHYSICAL STUDY MATERIALS (IF APPLICABLE)

6.1 Where Physical Study Materials accompany the Online Course and they are supplied by Real Skills, a delivery charge may be payable by you to Real Skills. The details of any delivery charges will be set out on the Website and/or in any relevant Brochure and/or will be notified to you by a Real Skills customer services representative. Real Skills will post the Physical Study Materials to the person and address you give Real Skills at the time you make your order

6.2 When Physical Study Materials are sent to you outside of the United Kingdom, you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you. Real Skills has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order goods (including Physical Study Materials) from Real Skills, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods

6.3 Risk of damage to, or loss of, any Physical Study Materials shall pass from Real Skills to you on delivery. Ownership of the Physical Study Materials will pass to you on the later of receipt of payment by Real Skills in full of all sums due to Real Skills in respect of the Physical Study Materials, and, delivery of the Physical Study Materials to you

6.4 Real Skills must be notified of any queries, complaints or incomplete or incorrect deliveries within 14 days of you receiving the Physical Study Materials. If you do not notify Real Skills within this time period, Real Skills will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result

7. ADDITIONAL STUDY MATERIALS (IF APPLICABLE)

7.1 Additional Study Materials may be available as an add-on to an Online Course. A charge may be payable for such Additional Study Materials (as set out in the information relating to the Additional Study Materials) and the delivery of such Additional Study Materials to you

7.2 Any payment for Additional Study Materials (if applicable) and any delivery charges payable in relation to the delivery of Additional Study Materials, if applicable, will be accepted by the same methods as set out in Clause 4.6 above

8. ONLINE COURSE CONTENT AND ACCESS TERMS

8.1 The description of the Online Course on the Website and/or in any relevant Brochure and/or Partner Websites will set out details of the contents of the available Online Courses

8.2 Except as set out in the description of the Online Course on the Website and/or in any relevant Brochure and/or Partner Website, no additional Course Materials and/or tuition (either online, face to face or classroom) will be provided by Real Skills

8.3 Upon receipt of an order confirmation email from Real Skills you will be notified of when you will have access to the Online Course purchased and for the length of time such access will be made available to you, unless any such Online Course is removed

8.4 The receipt of an Online Course is personal to you and, unless otherwise agreed by Real Skills pursuant to Additional Terms and Conditions, you may not share or transfer your rights to access the Online Course or provide an Online Course to any other person

8.5 You may incur charges to your internet service provider while you are accessing and/or downloading the Course Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Course Materials. You are responsible for paying any such charges

8.6 You acknowledge that Real Skills operates a zero-tolerance policy in relation to inappropriate behaviour of students. In particular, abusive or violent behaviour directed at Real Skills staff or other students and unfair or dishonest practices will not be tolerated under any circumstances. Real Skills may, in its reasonable discretion and without liability or an obligation to refund any Course Fee, refuse to supply any Online Course to any student who engages in inappropriate behaviour

8.7 We reserve the right to monitor IP addresses that are used to access the Course Materials and, if a student is found to be in contravention of the access rules (set out in Clauses 8.4, 14.3 and 18.3), we may terminate a student's access to the Online Course and the Course Material. In such circumstances, no refund will be given

9. MODIFICATIONS TO ONLINE COURSES OR TECHNOLOGY

ENHANCEMENTS

9.1 From time to time, Real Skills may make modifications or enhancements to the Online Courses. You will have access to such changes free of charge only to the extent that such changes relate to the Online Course purchased by you

9.2 Purchase of a current Online Course does not entitle you to have access to future revised Online Courses as part of the original purchase

10. TECHNICAL SUPPORT AND ACCESS

10.1 If you are unable to access an Online Course, Real Skills will use reasonable endeavours to provide a solution where Real Skills has direct control over the system, software or settings involved. If the issue lies with your hardware, systems, software or settings thereof, Real Skills may, in its discretion, provide assistance to you to help you resolve the issue but we cannot guarantee that any assistance provided will resolve your issue

10.2 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical assistance may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability

10.3 Real Skills will use reasonable endeavours to make the Online Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. Real Skills reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website

10.4 You also accept and acknowledge that Real Skills cannot be held responsible for any delay or disruptions to your access to the Online Course as a result of such suspension or any of the following:

- (a) the operation of the internet and the world wide web, including but not limited to viruses;
- (b) any firewall restrictions that have been placed on your network or the computer you are using to access the Online Course;
- (c) failures of telecommunications links and equipment; or
- (d) updated browser issues

11. WARRANTIES

11.1 Real Skills will provide the Course Materials in accordance with the Online Course description, which is set out on the Website and/or in any relevant Brochure

11.2 Real Skills expects you to take reasonable care to verify that the Online Course and Course Materials in question will meet your needs. Real Skills does not make any commitment to you that you will obtain any particular result from your use of the Online Course or Course Materials or that you will obtain any particular qualification on completion of the Online Course (unless otherwise stated on the Website and/or in any relevant Brochure)

11.3 Real Skills does not make any representation, guarantee or commitment to you that the Online Course or Course Materials will be error free

11.4 Real Skills does not make any commitment that the Online Course or Course Materials will be compatible with or operate with your software or hardware

11.5 All representations, warranties and/or terms and/or commitments not expressly set out in the Online Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

12. LIMITATION OF LIABILITY

12.1 The exclusions and limitations of liability contained in the Online Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded

12.2 Except as set out in the Online Terms, Real Skills shall not be responsible for losses that result from its failure to comply with the Online Terms including, but not limited to, losses that fall into the following categories:

- (a) indirect or consequential losses;
- (b) loss of income or revenue;
- (c) loss of business;
- (d) loss of anticipated savings; or
- (e) loss or corruption of data

12.3 Real Skills is not responsible to you for any data that you lose either (a) as a result of accessing the Online Course or the Online Study Materials; or (b) during completion of any Online Course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Online Course and the Online Study Materials; and (ii) all data that you are inputting when completing the Online Course

12.4 Save as otherwise set out in this section "Limitation of liability", Real Skills maximum aggregate liability to you for any claims that you may have against Real Skills for direct loss in contract, tort or otherwise arising out of or in connection with the Online Terms, the Online Course, your use of the Course Materials and any technical support shall be limited to the amount of the Course Fee which has been paid, or is payable, by you

12.5 Real Skills will not be held responsible for any delay or failure to comply with its obligations under the Online Terms if the delay or failure arises from any cause which is beyond Real Skills reasonable control. This condition does not affect your statutory rights

12.6 Each provision in this Clause 12 shall be construed separately as between you and Real Skills. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective

13. DISCLAIMER

The Online Courses are for training purposes only. Real Skills will not accept any responsibility to any party for the use of the Online Course or Course Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

14. INTELLECTUAL PROPERTY

14.1 At all times, Real Skills and/or its licensors, remain the owner of the intellectual property in the Online Courses and the Course Materials. Other than as specified below, no Online Course and/or Course Materials, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of Real Skills

14.2 In consideration of receipt by Real Skills of the entire Course Fee (if you have chosen to pay for the Online Course with a one-off lump sum payment) or the first instalment (deposit) of the Course Fee (if you have chosen to pay for the Online Course in instalments), Real Skills grants to you a non-exclusive, non-transferable licence to access the Online Course and use the Course Materials content for the sole purpose of studying for the Online Course. For Online Study Materials, the licence granted is to use the Online Study Materials by an individual student only

14.3 Save as expressly set out in the Online Terms or as otherwise agreed by Real Skills pursuant to Additional Online Terms and Conditions, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the Online Course or any of the Course Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or create derivative works based on the whole of or any part, or which incorporate, the Online Study Materials into any software program. Access to the Online Course and use of the Course Materials not expressly permitted in the Online Terms is strictly prohibited and will constitute an infringement of either Real Skills copyright or Real Skills other intellectual property rights, and/or the copyright or other intellectual property rights of Real Skills licensors

15. DATA PROTECTION

15.1 Real Skills will process the information it receives from you or otherwise holds about you in accordance with the Online Terms and its privacy policy. You consent to the use by Real Skills of such information in accordance with Real Skills Privacy Policy (available on request)

15.2 In the event that you do not wish to receive marketing correspondence from Real Skills, a written request or email should be sent to the contact details set out in Clause 19

16. CHANGES BY US

16.1 An Online Course description constitutes only an indication of what the Online Course is planned to accomplish. The Online Course description does not form part of the Contract between you and us. We will use our reasonable endeavours to provide an Online Course as described

17. INCONSISTENCY OF TERMS

17.1 If there is any conflict between these Terms and Conditions of Online Courses, any applicable Additional Online Terms and Conditions and the Website terms and conditions, the conflict shall be resolved according to the following order of priority;

1. the Additional Online Terms and Conditions;
2. the Terms and Conditions of Online Courses; and
3. the Website Terms and Conditions

18. GENERAL

18.1 Real Skills reserves the right to recover any reasonable debt collection costs in connection with the Online Terms

18.2 Real Skills may update or amend the Online Terms from time to time to comply with law or to meet its changing business requirements or to correct any errors without notice to you. Any updates or amendments will be posted on the Website

18.3 You may not assign or sub-contract any of your rights or obligations under the Online Terms to any third party unless agreed to by Real Skills pursuant to Additional Online Terms and Conditions

18.4 Real Skills may assign, transfer or sub-contract any of its rights or obligations under the Online Terms to any third party at its discretion

18.5 No failure or delay by Real Skills in exercising any right or remedy under the Online Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by Real Skills in writing

18.6 If any of the Online Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the Online Terms shall remain in full force and effect

18.7 Any notices required to be served on you by Real Skills under the Online Terms will be deemed properly served if emailed or posted to the email address or address notified by you to Real Skills, respectively. Any notices required to be served on Real Skills by you will be deemed properly served if sent by email or post to the address set out in Clause 19

18.8 A notice sent by online form or email is deemed to be given on the day it was sent

18.9 The Contract between you and Real Skills will be concluded in English only

18.10 The Contract between you and Real Skills is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise

18.11 The Online Terms, and any other matters arising out of or in relation to the Online Terms, are governed by and construed in accordance with the laws of England. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Online Terms

19. CONTACT US

We can be contacted by any of the means set out on the contact us page of our website

I confirm that I have read and understood these terms and conditions.

Signed:

Dated: