



Terms and Conditions of Sale

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, digital content and other services displayed on our website (“**Services**”). You should understand that by ordering any of the Services displayed on our website or by registering for or starting to use our Services as a learner (where you have not personally ordered the Services), 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 or use our services as a learner.

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 we send you 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

An authoritative description of the Services, including course dates or any other time on or by which the Services will be delivered, 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.

The Services delivered may differ in non-material respects from the information provided in our order summary e-mail.

Please ensure that you review the e-mail 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.

As between us, HIT Training retains all intellectual property rights in any materials provided or made available to you, in any media or any format, as part of the Services. You shall have a non-exclusive, fully paid-up, worldwide, royalty-free, licence for the term of and subject to your compliance with the terms of our agreement to use our



intellectual property rights in any materials for the purpose of receiving the benefit of the Services. You shall not sub-license, assign or otherwise transfer the rights granted in this paragraph without our express written consent.

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 & inclusive 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, Refunds and Non-Completion

Cancellation

In addition to and without limitation of any statutory rights which may apply, we provide you with a right to cancel an order and obtain a full or partial refund within 14 days of the date the order is first placed, subject to the terms below. If you wish to cancel an order, you should email cancellations@hittraining.co.uk or call us on 0800 0935892 as soon as possible, clearly specifying your details and the course or courses you wish to cancel. Please note that we will only be able to process your cancellation request based on the date we receive it and subject to receiving all necessary information.

Refunds

If we receive notice of cancellation we will provide a refund on the following basis:

1. Where (i) notice of cancellation is received on or by 14 days from the date of the order but more than 14 days before the course commences, and (ii) provided none of the course materials have been accessed, your refund is subject to an administration fee equal to 5% of the cost of the order (if course materials have been accessed, this fee will be increased to 30% of the cost of the order to reflect your use of the course materials);
2. Where (i) notice of cancellation is received on or by 14 days from the date of the order and (ii) less than 14 days but more than 48 hours prior to commencement of the course, your refund is subject to a fee equal to 50% of the cost of the order to reflect our administrative costs and your use of the course materials;
3. Where (i) notice of cancellation is received more than 14 days from the date of the order or (ii) if any notice of cancellation is received by us less than 48 hours prior to commencement of the course (regardless of the time elapsed since the order was placed), no refund will be provided; and any fee chargeable in these circumstances may be set off against and deducted from the value of your refund.



If we receive notice of cancellation after 14 days from the date of the order, the course is provided solely on an on-line and on-demand basis and course materials have NOT been accessed, we may, at our sole discretion which we shall be entitled to exercise for the protection of our own commercial interests, allow you to cancel a course upon and subject to payment by you of a £100 administration fee. This fee will be charged for each individual course cancelled. The fee reflects our legitimate commercial interest in ensuring that we are compensated for our work in preparing course materials, administering your order, and allocating staff to provide your course.

Non-completion of a Course

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 treat the order as cancelled and withdraw access to such Services. You will not receive a refund if the order is cancelled by us as described in this paragraph.

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

Non-Completion of Certain Courses

In the event that a learner undertakes a course fully-funded by the UK government, we reserve the right to charge the learner a £100 administration fee per course if the learner accesses our Services but fails to complete the course in a timely manner. The fee reflects our legitimate commercial interest in ensuring that we are compensated for our work in preparing course materials and allocating staff to provide courses, as well as any shortfall in funding which may result from non-completion of a course, and the limited number of funded places which are available.

Cancellation by HIT Training

The running of a course is dependent on sufficient enrolment and the availability of facilities and staff and HIT Training reserves the right to cancel or postpone courses for any reason. In the event we cancel or postpone a course, our customers have three options available to them:

1. To receive a full refund, including any deposit described as “non-refundable”;
2. To apply deposits and other monies paid can as payment and booking for the next scheduled course; or
3. To apply deposits and other monies paid against any other course being delivered by HIT Training Ltd.

All terms and conditions will apply equally to your booking for the next scheduled or other course.

Consumers

A consumer is a consumer is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. In the event that the person who enters into an agreement with us for Services is acting for purposes wholly or mainly outside of a trade, business, craft or profession, that person will be a consumer.

If the person who enters into an agreement with us for the Services is a consumer, they will have additional legal rights in relation to products and services that are not as described. Advice about those legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.

If you enter an agreement with us and are a consumer, in addition to your contractual cancellation rights above, you also have a legal right to cancel a contract during the following period:

1. Beginning with the placing of your order and receipt of our acknowledgment e-mail; and
2. 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.

You do not have a statutory right to cancel in respect of:

1. digital products (including courses provided entirely online) after you have started to download or stream these; or
2. any of our Services once these have been completed, even if the cancellation period is still running.

If the Services are digital content (for example, courses which are delivered entirely online or by electronic means), the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

1. If your digital content is faulty, you are entitled to a repair or a replacement;
2. If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back;
3. If a fault can be proved to have damaged a device and we have not used reasonable care and skill, you may be entitled to a repair or compensation.

If the Services are provided by other means - for example a course delivered through in-person learning at a common physical location, the Consumer Rights Act 2015 says:

1. you can ask us to repeat or fix a Service if it is not carried out with reasonable care and skill, or get some money back if we cannot fix it;
2. if you have not agreed a price beforehand, what you are asked to pay must be reasonable; and
3. If you have not agreed a time beforehand, it must be carried out within a reasonable time.

Privacy and Data Processing

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

Where an order for our Services is placed by you to be provided to learners, you undertake, warrant and represent to us that you have complied and shall comply with the requirements of the Data Protection Act 2018 and all other data protection and data privacy laws in connection with the Services, including that you have the legal right to share or transfer for processing any personal data of learners to us.

Where we process personal data on your behalf as part of our contract with you (for example, where you or your business or organisation contract with us to deliver the Services to learners designated by you), the terms set out under this heading will apply.



Definitions

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Domestic Law: means the law of the United Kingdom or a part of the United Kingdom.

Data Processing

Both parties will comply with all applicable requirements of the Data Protection Legislation. The terms set out under this heading are in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. You acknowledge that for the purposes of the Data Protection Legislation, the party placing an order with us for Services which provides Personal Data to us is the Controller and we are the Processor. These terms and your order for the Services set out the scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of Data Subject.

Without prejudice to the foregoing, (i) you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to us and/or lawful collection of the Personal Data by us on your behalf for the duration and purposes of our agreement for the Services; and (ii) we shall, in relation to any Personal Data processed in connection with the performance of our obligations under this agreement:

1. process that Personal Data only on your documented written instructions (which shall include these terms, all documents incorporated by reference into our contract and the terms of our order confirmation to you, unless we are required by Domestic Law to otherwise process that Personal Data, in which case we shall promptly notify you of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits us from doing so;
2. ensure that we have in place appropriate technical and organisational measures (which you confirm have been reviewed and approved by you) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
4. not transfer any Personal Data outside of the UK unless the following conditions are fulfilled:
 - a. one of us has provided appropriate safeguards in relation to the transfer;
 - b. the Data Subject has enforceable rights and effective legal remedies;
 - c. we (or you) comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and



- d. we comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
5. assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
6. notify you without undue delay on becoming aware of a Personal Data Breach;
7. at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Domestic Law to store the Personal Data; and
8. maintain complete and accurate records and information to demonstrate compliance these obligations and allow for audits by you or your designated auditor (upon reasonable prior written notice and at your cost on a full indemnity basis) and immediately inform you if, in our opinion, an instruction from you infringes the Data Protection Legislation.

You consent to our appointing all parties identified in our Privacy Policy as a third-party processor of Personal Data under this agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which we confirm reflect and will continue to reflect the requirements of the Data Protection Legislation. As us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by HIT Training pursuant to these terms.

We may, at any time on not less than 30 days' notice, revise the data processing provisions of these terms by replacing them with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when we update these terms on our website/s or send a copy to you).

Liability

Save to the extent prohibited by law, our total liability to you under our contract with you in respect of the Services will in no event exceed the amount of fees and charges paid to us by you for the Services, and we (and any of our group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all other 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;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- for fraud or fraudulent misrepresentation; or
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

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 either caused by, or which would not have occurred but for, 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, and in particular (but without limitation) in order to implement:

- 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;

and revisions to the terms will apply to all new orders for Services from the time we place the revised terms on our website or otherwise supply them to you.

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

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.

These terms and any document expressly referred to in them, including our 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. No variation of our contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Nothing in this paragraph shall limit or exclude any liability for fraud.

We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under our contract with you. You will not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.



Divisions of HIT Training Ltd.



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Our waiver of any right or remedy under our contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. Our failure to or delay in exercise any right or remedy provided under our contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under our contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Any notice given to us under or in connection with our contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at 24a Cecil Pashley Way, Shoreham by Sea, West Sussex, BN43 5FF or sent by email to info@hittraining.co.uk. Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the business day after posting; or if by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday. This paragraph does not apply to the service of any proceedings or other documents in any legal action.

Our contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.