

Definitions:

, 'we', 'us', 'our' means DPSS Consultants LLP, Magnolia House, Priestlands Park Road, Sidcup, Kent, DA15 7HR who will provide the Courses. When you purchase online Course Materials via the Website, your contract is with DPSS LLP

'You' means the individual or the organisation using the Website

'Module' means the online Course Materials, which are in a format that allows (i) downloading the Course Materials via the Website or (ii) accessing and viewing the Course Materials online (or a combination of both (i) and (ii)).

'Course Fee' means the fee payable for a DPSS Course

'Password' means an alpha-numeric code that is generated by dpss if you are buying a course.

Part A Terms applying to all users of the Website.

1. Please read these Terms and Conditions of Use ('Terms') carefully before using the Website.

Additional terms and conditions apply if you register as a user of the Website (Part B) and if you buy, or access courses that are sold from the Website (Part C). Ownership of Rights of DPSS is the owner of this Website and the **DPSS** trade mark and brand. We reserve the right to withdraw all or part of the Website at any time. By using this Website you agree to be bound by these Terms, the Privacy Statement (Part D) and the Copyright Statement (Part E)

Your responsibilities

Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by our negligence).

Accessibility of the Website

Although we use reasonable endeavours to ensure that the Website is available 24 hours a day 7 days a week, we cannot promise that access to the Website will be uninterrupted or error free. There may be occasions when access to the Website is interrupted for emergency maintenance or repairs, or to carry out upgrades to improve the performance or functionality of the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond our control. You accept that you will not have a claim for breach of contract (either against **DPSS** or an Agent or Reseller of **DPSS**) or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held

responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

Our Liability to you

We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- any loss or corruption of data; or
- any indirect or consequential loss.

The exclusions and limitations of liability contained in this section do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

Any right to access the Course Materials is personal to you. Other than as permitted under Part C of these Terms, you may not transfer your rights to access the Course Materials to another person unless we have consented in writing to you doing so.

General

If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

If either we or you fail to enforce, or delay in enforcing, any respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future.

These Terms constitute the entire agreement between us and you in relation to the provision by us to you of the Website, any Course Materials (and related technical support), and they replace and supersede any prior arrangements between us and you in relation to the same. You acknowledge that you are not relying on any statement made by DPSS or any of our Agents, Resellers or representatives with regard to the Course Materials and related technical support other than those expressly set out in these Terms (which include, for the avoidance of doubt, the description of the Course Materials and related technical support set out on the Website). Nothing in this paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us and you which is comprised of these Terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us and you under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

Copyright and Use of Materials

The materials on this Website are protected by our and by third party copyright and other intellectual property rights as described in the **DPSS** Copyright Statement (Part E).

If you are using the Website to buy access to courses on behalf of your business, you may provide access to Course Materials to individuals within your organisation as set out in Part C of these terms.

Where you have been granted access to Course Materials, either as a result of your own online purchase or because you have been granted access rights by someone else, you may not re-sell access to the materials or otherwise distribute "Passwords" to anyone except as permitted under these Terms or as permitted in writing by us.

Third Party Links

The Website may provide links to third-party websites from time to time. This may include links to sites owned by associated companies of **DPSS**, including Agents and Resellers of **DPSS**. These third-party links are provided for your convenience only and are accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites.

Amendments to the Terms

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you revisit this page from time to time to ensure that you are aware of any changes that we have made to these Terms.

Part B

Terms applying if you register as a user of the Website

Individuals will need to register in order to purchase or access Courses that are sold from the Website. By registering, you are creating a "user account". Please read Part B carefully before registering as a user of the Website.

Registration

To register as a user of the Website you must be at least 16 years old. You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete and you agree that you will ensure it is kept accurate and up to date at all times. We may refuse to accept your application to register as a user of **DPSS** for any reason in our absolute discretion.

Password

When you register as a user of the Website you will be allocated a user name and password. As you will be responsible for all activities that occur under your user name and password, you should take care to keep your user name and password confidential. You must notify us immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential. We reserve the right to require you to alter your username and password if we believe that they are no longer secure or for routine security. The information that you provide to us upon registration and at any other time is subject to the **DPSS** Privacy Statement (PART D of these Terms)

Technical Support

DPSS provides technical support to individuals who have registered on the Website. Technical support is provided on the basis that it is your responsibility to ensure that any computers that are used to access the Website and the Course Materials meet the relevant minimum specification described on the Website.

You acknowledge and accept that periods of downtime may be required in respect of the **DPSS** IT infrastructure in the circumstances outlined in these Terms (dealing with unavailability of the Website) and that technical support may not be available during such periods of downtime. You accept that you will not have a claim for breach of contract (either against us or your **DPSS**, Agent or Reseller) or otherwise in respect of such period of unavailability.

We exclude all other warranties, express or implied, as to the performance and availability of the technical support service, except as expressly stated in these Terms and Conditions. We do not guarantee that the technical advice provided by us will resolve your technical problems. If you decide to avail of such technical advice, you should ensure that such advice is strictly followed.

Suspension and termination of your account

You agree that we may at any time without notice terminate your user account and delete all information stored on it, unless it contains Course Materials that have not exceeded their expiry date.

Subject to the terms of any agreement we conclude with you if you enrol on a Course via the Website, we reserve the right to withdraw all or part of the Website at any time.

Part C Terms Applying if you buy or access any Course on the Website

These Terms, in addition to the Terms set out in Part A and Part B apply to the sale of any Course advertised on the Website, and to the subsequent access of these Courses. These Courses are provided as part of a stand-alone "DPSS" offering.

Formation of a contract of sale (*if you buy online from www.dpss.co.uk*)

In order to purchase and access a Course, you must register as a user of the Website (see Part B)

When you place an order for a Course you are offering to purchase that Course on these Terms. We shall have the right to decline or cancel your order. You can change your order at any time up to the submission of your credit or debit card details by using the "back button" of your web browser.

You will receive confirmation (via the website and by email) once we have approved your card transaction. A legally binding agreement shall not come into existence until we have accepted your offer to purchase a Course by means of a separate confirmation email from us, which will be effective upon sending.

We reserve the right to withdraw at any time Courses advertised for sale on the Website.

Payment by you of the Course Fee (*if you have purchased online via the DPSS website*)

You agree to pay us the Course Fee.

The Course Fee for any Course at any given time will be displayed on the Website. Course Fees are quoted in pounds sterling, excluding VAT, however, VAT is payable. The total cost of the Courses and the VAT payable is shown on the shopping basket prior to the online transaction.

We will debit the Course Fee from your credit card or debit card on or after the day you make an order for a Course. Credit or debit card details are collected over a secure link. Please see our Privacy Statement (part D of these Terms) for more information on privacy and security.

We reserve the right from time to time to change the amount of the Course Fee. In the unlikely event that due to a technical error, the amount of the Course Fee is incorrect, we will notify you as soon as we reasonably can. If the correct price is higher than advertised, you will be entitled to choose between receiving a refund of the monies that you have paid to us (in which case the Course Materials will not be sent to you and/or you will not be able to access the Course Materials for the purposes of downloading or completing the Course online) or to pay the balance of the Course Fee to us. If the correct price is lower than advertised, we will refund the balance of the Course Fee to you.

Other Charges

You may incur additional charges to your Internet Service Provider while you are accessing and / or downloading the Course Materials. Additional 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 these charges.

Provision of Access

(a) If you have purchased online via the DPSS website

We will provide you with access to online Course Materials after we have confirmed your order by email. This will immediately follow a successful online transaction.

The online purchase process prompts you to specify whether you are:

- a) buying for yourself or
- b) buying for your organisation

Where you have specified that you are **buying for yourself**, in order to access Course Materials, you will be able to access the Course Materials by logging on the Website using your registration details. The Course Materials can be accessed by you, via the web site

Where you have specified that you are **buying for your organisation**, or if you have purchased multiple copies of the same Course, the Website will generate a series of "Passwords" which is a string of numbers and letters which will allow an individual to access the relevant Course Materials through the Website after registration. Each password can be used by one person to access a specific Course.

Please note that it is your responsibility to check that the computer you plan to use to access your Course Materials is compatible with the minimum specification requirement that relates to the Materials you are ordering. The minimum specification for each course is provided on the Website.

You accept that you will not have a claim for breach of contract (either against **DPSS business** or an Agent or Reseller of **DPSS** or otherwise in respect of any period of downtime/unavailability of the website in circumstances similar to those outlined in Part A of these Terms dealing with the accessibility of the Website

Delivery of Offline Products (CD Roms, DVD etc)

If the Course Materials are delivered in CD-ROM or other offline format, we will use reasonable endeavours to ensure that such materials will be despatched within 48 hours and should be received within 10 working days of purchase.

Your Right to Use the Course Materials and your Related Obligations

Online Course Materials: In consideration of receipt by us of the Course Fee, we grant to you a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of personal home or work use. As such, you and any Password Holder may make copies of the Course Materials as necessary incidental acts during your viewing of it, and you may print for your personal use so many pages of the Course Materials on the Website as are reasonable for private purposes.

Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the Course Materials. Any use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights, and / or the copyright or other intellectual property rights of our licensors.

Offline Course Materials -CD Roms, DVDs etc: In consideration of receipt by us of the Course Fee, we grant to you a non-exclusive, non-transferable licence to use the Offline Course Materials for the sole purpose of personal home or work use. As such, you and any Password Holder may print for your personal use so many pages of the Offline Course Materials as are reasonable for private purposes.

Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the Offline Course Materials. Any use of the Offline Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights, and / or the copyright or other intellectual property rights of our licensors.

You cannot cancel your purchase of Course Materials if you have accessed the Course Materials (as the contract will be deemed to have commenced at the time of access), unless the Course Materials are faulty.

Offline Course Materials must be returned to us in their original condition with the security seals intact. You cannot cancel your purchase of Offline Course Materials comprised of CDs, DVD or tapes with audio or video recordings or computer software if the security seal has been broken, unless such items are faulty.

Your statutory rights in the event of receiving faulty goods are not affected. However, we reserve the right to independently test any returned item. Where the result of such tests proves that the item is not faulty, we will return the item to you and charge you the direct cost of re-delivering such item. For this reason, where possible, we advise you to check the Offline Course Materials on a second machine or alternative equipment before returning them to us. Conversely, where the result of such tests proves that the item is faulty, you will not be charged for the cost of sending any replacement product.

Quality of the services

We will provide the Course Materials in accordance with the Course description which is set out on the Website.

We do not make any commitment to you that the Course will meet any specific requirements that you have and we expect you to take reasonable care to verify that the Course in question will meet your needs. We do not make any commitment to you that you will obtain any particular result from your use of the Course Materials or that you will obtain any particular qualification on completion of the Course (unless otherwise stated on the Website).

Other than the stated minimum technical specification, we do not make any commitment that the Course Materials will be compatible with or operate with your software or hardware.

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

Our Rights to Stop Providing the Services

If you have purchased online Course Materials via the **DPSS** business website, we will make the Course Materials available to you for a period of six months after which point we will suspend your access to the course. This six month period starts immediately following the issue of your confirmation email. If you purchased the materials from one of our Resellers the six month period is from the date the Reseller gives you access to the materials. If you wish to access the Course Materials after your access has been terminated, you will need to submit a new order via the Website or contact the Reseller from whom you purchased the Materials. In certain circumstances, for example if you suffer from a disability, we may extend the time period in which you may access the Course Materials. To enquire about such an extension, please contact us.

We reserve the right to suspend your access to online Course Materials immediately in the event that:

- you fail to comply with Paragraph entitled Provision of Access of these Terms which deals with the manner in which you are permitted to use the Course Materials and the Website; or
- you fail to conduct yourself in an appropriate manner when communicating with or receiving support from us. By this we mean that you act in such a way as to threaten, intimidate or otherwise harass our staff.

If we exercise this right we will notify you and will then immediately suspend your access to the Course Materials.

Our Liability

Notwithstanding Paragraph 1;

The exclusions and limitations of liability contained in these Terms do not apply to:

- [your statutory rights as a consumer, nor your right to return the Course Materials under paragraph 18;]
- any other losses which may not be excluded or limited by law.

We make every effort to perform our obligations under our contract with you. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

We are not responsible to you for any data that you lose either (a) as a result of accessing the Course Materials; or (b) during completion of any 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 Course Materials, and (ii) all data that you are inputting when completing the Course.

In the event that we recommend that you either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the Course Materials, you do so at your own risk.

Except as set out in these Terms, our maximum aggregate liability to you for any claim that you may have against us, under or in connection with, the provision by us, to you, of the Course Materials and associated technical support which is not otherwise excluded in these Terms (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us) shall be limited to the amount of the Course Fee which has been paid, or is payable, by you or on your behalf.

Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

Part D

PRIVACY STATEMENT

By using this website you accept the terms of this privacy statement and the terms and conditions on this website.

Our commitment to privacy This privacy statement explains how we collect information from you via the website or in any manner expressly described in the privacy statement and how this information is then used. When you provide us with your personal data in the manner described, you consent to the processing of all such personal data as set out in the privacy statement. Please read this privacy statement carefully and revisit this page from time to time

to review any changes that we may have made. If you have any questions or comments about how we handle your personal information, please or email us at info@dpss.co.uk. You may also use this contacts to tell us about any concerns you may have about our privacy statement.

Giving information for other people

When you provide us with information about another person, the other person must have agreed to let:

- us process all their personal data contained in the information provided; and
- you receive any data protection notices for them.

When you send information for someone else, you are confirming that you have told them :

- which data they must give;
- which information is voluntary; and
- how they can access and, if necessary, correct the data we hold about them.

The information we collect during registration or enrolment

When you register with us, you (or the person registering for you) must tell us:

- your full name
- email address
- your date of birth (security question)
- in which region of the UK your company is based
- Company sector
- Number of Employees
- where you heard about us.

We also ask for your company name but you do not have to provide this information if you do not wish to.

Following registration via the Website, we, or our Agents (where you have been introduced to the Website via an Agent or Reseller), may request additional personal data from you in order to further support your learning. You do not have to provide this information, but if you do not, you may not get the most out of your learning.

If you wish to purchase offline products (CD Roms and DVD etc) you will need to provide us with a delivery address when you place the order.

The information we collect when you access Course Materials

We collect information about how you use Course Materials to monitor your learning and improve our users' learning experience.

Other information we collect

You can also decide to give us your home and mobile telephone numbers and your personal email address but you only need to do this if you want us /or our Agents or Resellers to contact you about **DPSS** developments and offers.

You may also provide personal data through:

- calls to our helplines;
- letters and e-mails;
- customer feedback forms.

We may record calls to helplines for quality and training purposes only. We will store calls for about three months and we will keep them confidential. In general, if you contact us, we may keep a record of your query or complaint for a reasonable time in case you contact us again.

How we use the information we collect

We use your personal information:

- to answer your queries or complaints;
- to deliver our online services, for example any Courses that you have access to
- to provide Course Materials;
- to carry out administration;
- to seek your opinion of the Course and Website
- for general statistics and research;
- for obtaining any relevant professional advice;
- as may be required by law or in connection with legal proceedings (including where we intend to take legal proceedings), or as may be necessary to establish, exercise or defend our legal rights.

Third parties and sponsors

To achieve the purposes set out in this privacy statement we may need to give your information to our service providers, Agents and Resellers. Following registration and/or enrolment via the website, we and our Agent or Resellers, if you registered via one of our Agents or Resellers, will have access to your name and contact details to help us deliver our services to you.

If your employer, trade organisation or other group is sponsoring you, we may give the personal information we have collected to your sponsor to monitor your learning.

Keeping you informed

We, and our Agents or Resellers, will use your information to send you regular updates about:

- our services and materials;
- additions to the Website; and
- specific activities such as customer feedback surveys and competitions.

If you wish to receive information about **DPSS** developments and offers by telephone, email and/or SMS, please invite us to contact you by ticking the appropriate boxes. If at any time, you change your mind about receiving updates, you can contact us and we will alter your stated preferences accordingly.

We will never use your personal data for marketing purposes or to target you for customer feedback purposes without your express consent.

Statistics

We and/or our Agents or Resellers delivering and supporting your learning maybe required to provide statistics to employers in order that they can carry out checks on student performance and for research and statistical purposes.

Requests for information

If you have not registered on the Website but are simply making an enquiry or request for information, we will use your personal information to reply to your enquiry or request. We may use this information for marketing purposes.

Protecting your personal information

As a registered data controller, we are required to take appropriate technical measures to protect your personal information including making a regular backup of our system and data. We have security measures in place to make sure any personal information we collect is secure. Your account is password protected and all information including your password is on a secure server, which only a limited number of employees and sub-contractors can access. All parties with access to your information are subject to confidentiality obligations. If you think someone else knows your password, or is using it, tell us immediately and change your password. You can change your password on the Website.

Even though we take appropriate technical steps to protect your security, you should remember that data transmission over the internet cannot always be guaranteed as 100% secure so you use the website at your own risk.

[Please look at the terms and conditions on this Website for our policy on purging emails and webspace. The terms and conditions tell you when we may close your account and delete all your records, files and information.]

Keeping your personal data

We keep personal data :

- for as long as is necessary to fulfil the purposes we collected it for;

- as required by law; or
- to enforce or defend legal claims.

Sometimes we will keep information that you have deleted, for example messages sent by you to your tutor, as a record of your learning experience. We will keep this information for a reasonable time.

Your rights

You have the right to ask for a copy of all the information we hold about you (we will charge you a small fee for this) and to correct any inaccuracies. To obtain a copy of this information, please e-mail us.

Links

Our website contains links to other websites. We are not responsible for the privacy policies of other sites and we advise you to read the privacy statement of every website that collects personal information from you.

Part E

COPYRIGHT STATEMENT

Your use of the content provided on this Website is subject to the terms of this Copyright Statement.

Ownership

This website is owned by DPSS which carries on business in the United Kingdom under the **DPSS** name.

The copyright in the content provided on this Website including all of the graphics, code, text products, software, audio, music and design ("**DPSS Materials**") is owned by DPSS All rights reserved.

Copyright in any Course Materials including course notes, materials and teaching aids which will be made available to you if you enrol on a Course with **DPSS** business via this Website belongs to the relevant **DPSS** provider or its licensors. The use of all Course Materials is subject to Part C of the Terms of Use.

The "**DPSS**" marks and the "**DPSS. CO .UK** domain name (together the "**DPSS Marks**") are the property of DPSS. You agree not to copy, reproduce, upload, post, display or use in any way the DPSS Marks without the prior written permission of DPSS