

Terms & Conditions of Sale



Policy Statement

These Terms and Conditions of Sale (“Terms”) govern the sale of online training courses and related services by **Glosscalm Ltd** (“we”, “us”, “our”, or “the Company”) through its eLearning platform. By placing an order for any course, product or service, the Customer agrees to be bound by these Terms.

Purpose

These Terms set out the rights and obligations of the parties in relation to the purchase of online training and related services, including formation of contract, pricing, payment, access, intellectual property, liability and the applicable consumer rights where relevant.

Scope and Applicability

These Terms apply to all orders placed with Glosscalm Ltd for online training courses, certification, subscriptions and related eLearning services, whether purchased by an individual consumer or by a business. Where the Customer is acting as a business (B2B), the business terms set out below apply and consumer protections do not apply except where expressly required by law.

In these Terms, “**Customer**” means the person or organisation placing an order; “**Learner**” means the individual who will access the training; “**Course**” means any online training programme, module or bundle sold by the Company; and “**Platform**” means the Glosscalm Ltd eLearning website and hosted learning environment.

Company Details

Glosscalm Ltd is a company registered in England and Wales. Contact details, including registered address and company registration number, are available on our website. All correspondence in relation to these Terms should be directed to the Company via the contact details shown on the Platform.

Orders and Formation of Contract

All orders placed through the Platform constitute an offer by the Customer to purchase the selected Course(s) on these Terms. No contract is formed until we issue an order confirmation, which is either sent by email or made available within the Customer’s account area. We reserve the right to decline any order at our discretion, for example where a Course is unavailable, where there is a pricing or description error, or where payment authorisation fails.

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Pricing

Prices are displayed on the Platform at the point of sale and are quoted in pounds sterling (GBP). Unless stated otherwise, prices are inclusive of value added tax (VAT) where applicable. We reserve the right to change prices at any time, but the price payable for any order is the price displayed at the point the order is accepted.

Where a pricing error is identified prior to dispatch of the order confirmation, we will notify the Customer and offer the option either to proceed at the correct price or to cancel the order with a full refund of any amount paid.

Payment

Payment must be made in full at the point of purchase using one of the payment methods offered on the Platform. We use trusted third-party payment processors to handle card and online payments; we do not store full payment card details. By placing an order, the Customer warrants that they are authorised to use the payment method provided.

Where a business purchase is made on invoice by prior written agreement, payment terms are thirty (30) days from the date of invoice, unless otherwise agreed in writing. We reserve the right to suspend access to any Course where an invoice is not paid by its due date, and to charge statutory interest and reasonable recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Access to Courses

Upon receipt of payment and issue of the order confirmation, the Learner will be granted access to the purchased Course(s) through their Platform account. Unless stated otherwise at the point of sale, each licence to access a Course:

- is granted to a single, named Learner and may not be transferred, shared or resold;
- is valid for twelve (12) months from the date of enrolment, unless a different access period is specified on the Course page;
- entitles the Learner to unlimited attempts at the course content within the access period, subject to any limits expressly stated on assessments;
- includes the issue of a certificate of completion where the stated pass criteria are achieved within the access period.

Course content, duration and learning outcomes are as described on the Platform at the point of sale and may be updated from time to time to reflect changes in law, regulation or industry best practice without affecting the substance of what was purchased.

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Bulk and Business Purchases

Where a Customer purchases multiple seats or a subscription on behalf of employees or other Learners, the Customer is responsible for allocating seats to named Learners, for ensuring Learners comply with these Terms and with our Terms of Use, and for the accuracy of Learner contact details provided to us. The Customer may not allocate a single seat to more than one Learner, either sequentially or simultaneously.

Consumer Cancellation Rights

Where the Customer is a consumer purchasing at a distance, the Customer has the right to cancel the contract within fourteen (14) days of the day after the contract is entered into, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, because Courses are supplied as digital content and/or services that begin immediately on account activation, the Customer is required to acknowledge at checkout that:

- they consent to the supply of the digital content / service beginning before the end of the 14-day cancellation period; and
- they acknowledge that they will lose the right to cancel once supply has started.

Where the Customer does not consent to immediate supply, or has not yet accessed the Course, the statutory cancellation rights continue to apply. Full details, together with the process for cancellation and refunds, are set out in our Refunds & Cancellation Policy.

Business Customers

Where the Customer is a business, the statutory consumer cancellation rights above do not apply. Cancellations and refunds for business purchases are governed solely by our Refunds & Cancellation Policy and these Terms.

Intellectual Property

All content provided through the Platform, including course material, videos, assessments, graphics, text, trade marks and software, is the property of Glosscalm Ltd or its licensors and is protected by copyright and other intellectual property laws. The Customer and Learner are granted a limited, non-exclusive, non-transferable licence to access and use the content solely for the Learner's own training purposes for the duration of the access period.

The Customer and Learner may not copy, download (except where an explicit download function is provided), record, reproduce, distribute, publish, modify, create derivative works from, or commercially exploit any Course content without our prior written consent. Certificates of completion may only be used to evidence the Learner's own achievement.

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Warranties

We warrant that Courses will be provided with reasonable care and skill and will substantively correspond to the description shown on the Platform at the point of sale. We do not warrant that the Platform or any Course will be uninterrupted, free from minor defects, or that the Platform will meet every Customer's specific requirements.

Except as expressly set out in these Terms, and save for any rights that cannot lawfully be excluded (including statutory consumer rights under the Consumer Rights Act 2015), all warranties, representations and conditions in relation to the Courses and Platform, whether express or implied, are excluded to the fullest extent permitted by law.

Limitation of Liability

Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.

Subject to the paragraph above:

- our total liability to the Customer in respect of all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total amount paid by the Customer for the Course(s) giving rise to the claim; and
- we will not be liable for any loss of profit, loss of business, loss of anticipated savings, loss of data, or for any indirect or consequential loss of any kind.

Where the Customer is a consumer, nothing in these Terms affects the Customer's non-waivable statutory rights.

Suspension and Termination

We reserve the right to suspend or terminate access to any Course where the Customer or Learner materially breaches these Terms or our Terms of Use, where payment is not received when due, or where we are required to do so by law or regulation. Where termination is the result of a material breach by the Customer, no refund will be issued.

Force Majeure

We will not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay arises from events beyond our reasonable control, including but not limited to acts of God, war, civil unrest, industrial action, interruption to telecommunications or internet services, failure of third-party hosting providers, fire, flood, storm or governmental action.

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Complaints

We take all complaints seriously. Complaints about Course content, delivery or customer service should be submitted in writing via the contact details provided on the Platform. We will acknowledge receipt within three (3) working days and aim to provide a substantive response within twenty-one (21) working days.

Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them are governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales, save that a consumer Customer may bring proceedings in the courts of the UK jurisdiction in which they are resident.

General

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. Our failure to enforce any right under these Terms does not constitute a waiver of that right. These Terms, together with our Privacy Policy, Terms of Use and Refunds & Cancellation Policy, constitute the entire agreement between the parties in relation to the subject matter.

Review

This policy will be reviewed on an annual basis.