

Please read the following important terms and conditions before you submit your order to us and buy any digital content such as our e-learning modules from us. These terms tell you who we are, how we will provide our e-learning modules to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

Key:

**Black** – applies to both consumer and business customers

**Red** – applies to consumers only

**Green** – applies to business customers only

Summary of some of your key rights if you are a consumer:

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund on your digital content. You do not have this right to cancel once a download has started provided you have been told this and have acknowledged this.*

*The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality and:*

- if your digital content is faulty, you're entitled to a repair or a replacement;*
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back; or*
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.*

*This is a summary of some of your key rights. It is not intended to replace the contract below which you should read carefully. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.*

**Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business customer or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

Regardless of whether you are a business customer or a consumer, this contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

**We, us or our** means Maiden-voyage.com Limited; and

**You or your** means the person or, if you are a business customer, the organisation buying access to the digital content from us; and

**Users** means, if you are a business customer buying access to the digital content from us for authorised users within your organisation, those authorised users whose details you have provided to us in your order or at a later date, where applicable.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

Email: [elearning@maiden-voyage.com](mailto:elearning@maiden-voyage.com) and we endeavour to respond within 24 working hours (Monday-Friday 09:00-17:00); or

Telephone: +44 113 314 9000 (Monday-Friday 09:00-17:00). We may record calls for quality and training purposes.

Who are **we**?

*We are registered in England and Wales under company number: 06727216.*

*Our registered office is at: First Floor, Elizabeth House, 13-19 Queen Street, Leeds, LS1 2TW, England.*

*Our VAT number is: [116633625].*

*The details of this contract will not be filed with any relevant authority by us.*

## 1. INTRODUCTION

1.1 If you buy digital content from us you agree to be legally bound by this contract.

1.2 **If you are a consumer then you may only buy digital content from our site for non-business reasons.**

1.3 **If you are a business customer then you may only buy digital content from our site for use by the Users for your own internal business purposes.**

1.4 This contract is only available in English. No other languages will apply to this contract.

1.5 When buying any digital content you also agree to be legally bound by:

- (a) our Website Terms and Conditions and any documents referred to in them including our Privacy Policy;
- (b) extra terms which may add to, or replace some of, this contract. This may happen for legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply;
- (c) any requirements set out in our FAQs section of our website; and
- (d) **any specifications contained in our order acknowledgement form, where applicable for business customers.**

All these documents form part of this contract as though set out in full here.

## 2. INFORMATION WE GIVE YOU

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information which is set out in these terms and conditions.

2.2 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## 3. ORDERING DIGITAL CONTENT FROM US

3.1 Below, we set out how a legally binding contract between you and us is made.

3.2 You place an order for digital content through our website at [www.maiden-voyage.com](http://www.maiden-voyage.com) or, **if you are a business customer, you may also contact us to place your order using the contact information provided above.** Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us. In any event, before you place your order you must check that the hardware and software requirements of your computer or device mean that you can download the digital content. These requirements are set out in the FAQ area of our website.

(a) If using our website you place your order at the end of the online purchase process (e.g. when you click on the 'complete purchase' button).

(b) We may contact you to say that we do not accept your order. This is typically for the following reasons:

(i) the digital content is unavailable;

(ii) we cannot authorise your payment;

(iii) you are not allowed to buy the digital content from us;

(iv) we are not allowed to sell the digital content to you; or

(v) there has been a mistake on the pricing or description of the digital content.

(c) We will only accept your order when we:

(i) **(If you are a consumer) - email you to confirm we have received payment (Confirmation Email).**

(ii) **(If you are a business customer) – provide you with a Confirmation Email or send an order acknowledgement form.**

(d) At this point:

(i) a legally binding contract will be in place between you and us; and

(ii) access to the digital content will be given immediately.

## 4. NO RIGHT TO CANCEL THIS CONTRACT ONCE DOWNLOADING STARTS

4.1 When you buy the digital content:

(a) you have no right to cancel this contract once the automatic downloading of it starts; and

- (b) by providing payment you hereby consent to immediate performance of this contract when clicking on the 'complete purchase' button and acknowledge that you will lose your right of withdrawal from the contract once the automatic download of the digital content has begun.

## **5. PERMISSION TO USE THE DIGITAL CONTENT**

5.1 When you buy the digital content and download it (see condition 3.2), you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.

5.2 The digital content:

- (a) is personal to you. You cannot transfer it or sub-licence it to another person or organisation;
- (b) is provided so you can use it wherever you want in the world but only if you comply with local laws;
- (c) is non-exclusive to you. We may supply the same or similar digital content to other users;
- (d) may be used only on computers or devices which meet the key technical requirements for using the digital content (Please view our FAQs to see details of these requirements);
- (e) must be downloaded by all Users within a period of 12 months from the date access is made available. Where not downloaded within this period, you have no right to a refund or extension of access;
- (f) may not be:
  - (i) copied by you except for a reasonable number of necessary back-ups;
  - (ii) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);
  - (iii) combined or merged with, or used in, any other computer program;
  - (iv) arranged or have derivative works created from or based on it;
  - (v) distributed, licensed or sold by you to any third party;
  - (vi) used for or on behalf of or made available to any third party;
- (g) includes a guide on how to use it. Please read this carefully. This guide is set out in the digital content itself;
- (h) includes updates where we deem it necessary to comply with any legal or regulatory framework;
- (i) does not include:
  - (i) upgrades;
  - (ii) new releases;
  - (iii) new versions; and

- (j) contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

5.3 Except where you have permission to use the digital content under this condition 5, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

## **6. DOWNLOAD OR DELIVERY OF DIGITAL CONTENT**

6.1 Once you have clicked on the 'complete purchase' button (see condition 3.2(a)) and received the Confirmation Email (see condition 3.2(c)) you will have immediate access to download the digital content.

6.2 If you are a business customer and you have confirmed you would like the digital content on your own learning management system we will, within 30 days of the date of the order acknowledgement form provide you with the digital content in a suitable format.

6.3 If something happens which:

- (a) is outside of our control; and
- (b) affects you being able to download the digital content, provided you have complied with all the technical requirements for using the digital content set out in our FAQs section we will endeavour to make the digital content available for download as soon as we can.

## **7. BUSINESS CUSTOMERS AND PROVISION OF DIGITAL CONTENT**

7.1 If you are a business customer:

- (a) as long as you have paid the price as indicated in the Confirmation Email or order acknowledgement form that you receive, we hereby grant to you a non-exclusive, non-transferable and non-sub-licensable right to permit Users to use the digital content.
- (b) You undertake, in relation to the Users, that:
  - (i) the maximum number of Users that you authorise to access and use the digital content shall not exceed the number of User subscriptions you have purchased from time to time;
  - (ii) you will not allow or suffer any subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, with our prior written consent, in which case the prior User shall no longer have any right to access or use the digital content;
  - (iii) each User shall keep a secure password for his/her use of the digital content and that each User shall keep his/her password confidential;
  - (iv) you shall provide such data in connection with Users to us as we reasonably request and as required to identify, and set up access to the digital content for, each User;
  - (v) you shall maintain a written, up to date list of current Users and provide such list to us within 5 working days of our written request at any time or times;
  - (vi) you shall permit us to audit the access and use of digital content in order to establish the name and password of each User. Such audit may be conducted no more than

once in any three-month period, at our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business;

- (vii) if any of the audits referred to above reveal that any password has been provided to any individual who is not a User, then without prejudice to our other rights, you shall promptly disable such passwords and we shall not issue any new passwords to any such individual; and
- (viii) if any of the audits referred to above reveal that you have underpaid the price due to us, then without prejudice to our other rights, you shall pay to us an amount equal to such underpayment within 10 days of the date of the relevant audit.

7.2 You shall not access, store, distribute or transmit any viruses, or any material during the course of your use of the digital content or use the digital content in a manner that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this condition.

7.3 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us,:

- (a) and except to the extent expressly permitted under this contract , attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the digital content (as applicable) in any form or media or by any means; or
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the digital content; or
- (c) access all or any part of the digital content in order to build a product or service which competes with the digital content; or
- (d) use the digital content to provide services to third parties; or
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the digital content available to any third party except the Users, or
- (f) attempt to obtain, or assist third parties in obtaining, access to the digital content, other than as provided under condition 7.

- 7.4 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the digital content and, in the event of any such unauthorised access or use, you will promptly notify us.
- 7.5 The rights provided under this condition 7 are granted to you only, and shall not be considered granted to any subsidiary or holding company of yours unless agreed otherwise in writing by us.
- 7.6 You are responsible for ensuring that your computers or devices meet all of the key technical requirements specified by us from time to time and that the digital content is compatible with any other software loaded or to be loaded on your equipment.
- 7.7 At the end of the term, the business customer shall confirm in writing within 30 days that all digital content has been removed from their systems and equipment.

## **8. PRICE AND PAYMENT**

- 8.1 Unless agreed otherwise in an order acknowledgement form, you must pay for any digital content you have ordered from us before you start downloading it.
- 8.2 The price for the digital content (which includes VAT where applicable) will be the price indicated on the order pages when you place your order or the order acknowledgement form. We take all reasonable care to ensure that the price of the content advised to you is correct at the time of ordering. However, please see condition 8.3 below for what happens if we discover an error in the price of the content you order.
- 8.3 It is always possible that, despite our best efforts, some of the content we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the content's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the content's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 8.4 All major credit cards and debit cards are accepted.
- 8.5 Online payment will be managed by PayPal.
- 8.6 We will do all that we reasonably can to ensure that all of the information you give us when paying for the digital content is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.7 Your credit card or debit card will be charged immediately through PayPal when using our online order system.

## **9. NATURE OF THE DIGITAL CONTENT**

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:
- (a) is of satisfactory quality;
  - (b) is fit for purpose; and
  - (c) matches its description.

9.2 We must provide you with digital content that complies with your legal rights.

9.3 When we supply the digital content:

- (a) we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content
- (b) we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and
- (c) you acknowledge that there may be minor errors or bugs in it.

## **10. FAULTY DIGITAL CONTENT – YOUR RIGHTS IF YOU ARE A CONSUMER**

10.1 If you are a consumer your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. The box at the top of these terms is a summary of some of your key rights.

10.2 The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality and:

- (a) if your digital content is faulty, you're entitled to a repair or a replacement;
- (b) if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back; or
- (c) if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

10.3 If you are a consumer, nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.4 Please contact us using the contact details at the top of this page, if you want:

- (a) us to repair the digital content;
- (b) us to replace the digital content;
- (c) to reject the digital content and get a refund.

10.5 To avoid faults happening, you must:

- (a) install any updates as soon as reasonably possible after we tell you that they are available to be downloaded;
- (b) use the digital content only on the recommended third party software and equipment set out in the 'key technical information' details set out in our FAQs section and any other information we've given you as to its use or on our website.

## **11. FAULTY DIGITAL CONTENT – YOUR RIGHTS IF YOU ARE A BUSINESS CUSTOMER**

11.1 If you are a business customer we warrant that upon downloading, and for the period of 1 month from the date of downloading (**warranty period**), the digital content to which you have been given access shall:

- (a) conform with their description;



- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for the purpose held out by us.

11.2 Subject to condition 11.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that the digital content does not comply with the warranty set out in condition 11.1;
- (b) we are given a reasonable opportunity of examining such digital content; and  
we shall, at our option, repair or replace the defective digital content, or refund the price of the defective digital content in full.

11.3 We will not be liable for the failure of the digital content to comply with the warranty in condition 11.1 if:

- (a) you make any further use of such content after giving a notice in accordance with condition 11.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation or downloading of the content or your failing to install any updates as soon as reasonably possible after we tell you that they are available to be downloaded or (if there are none) good trade practice;
- (c) you alter or repair the content without our written consent; or
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal use conditions.

11.4 Except as provided in condition 10, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in condition 11.1.

11.5 These terms shall apply to any repaired or replacement products supplied by us under condition 11.2.

## **12. END OF THE CONTRACT**

12.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the digital content including the right to receive digital content which is as described, fit for purpose and of satisfactory quality.

13.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

13.4 If you are a consumer we only supply the digital content to you for domestic and private use. If you use the digital content for any commercial, business or re-sale purposes our liability to you will be limited as set out in condition 14.

#### **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

14.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 Except to the extent expressly stated in condition 11.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

14.3 Subject to condition 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £100,000 (One Hundred Thousand Pounds) and 150% (One Hundred and Fifty Percent) of the total sums paid by you for the digital content under such contract.

#### **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

15.1 We will use the personal information you provide to us:

- (a) to supply the digital content to you and the Users whose details you have provided to us;
- (b) to process your payment for the digital content; and
- (c) if you opted in via alternative methods, i.e. become a member or signed up to the newsletter, you have agreed that we can give you information about similar products, services and content that we provide, but you may stop receiving this at any time by opting out or contacting us.

- 15.2 We will only give your personal information to third parties where the law either requires or allows us to do so within the terms of this contract.
- 15.3 We shall hold individual's data provided to us for the term of the contract, outlined in the order acknowledgement form, plus an additional three months to allow for final reporting purposes. After this time, all individual's data will be deleted from the Learning Management System.
- 15.4 Details of how we hold personal data can be viewed in the [FAQ and Key Information Document](#) which is available on our website. Any questions should be directed to [erica@maiden-voyage.com](mailto:erica@maiden-voyage.com)
- 16. DISPUTES**
- 16.1 We will try to resolve any disputes with you quickly and efficiently.
- 16.2 If you are unhappy with:
- (a) the digital content;
  - (b) our service to you; or
  - (c) any other matter;
- please contact us as soon as possible.
- 16.3 If you are a consumer and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you.
- 16.4 If you are not happy with how we have handled any complaint in relation to the digital content purchased online, you can access the Online Dispute Resolution platform via their website at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>. You will not be charged for making a complaint and if you are not satisfied with the outcome, you can still bring legal proceedings.
- 16.5 these terms are governed by English law and you can bring legal proceedings in respect of the digital content in the English courts. If you live in Scotland you can bring legal proceedings in respect of the digital content in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the digital content in either the Northern Irish or the English courts.
- 16.6 If you are a business customer, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 17. OTHER IMPORTANT TERMS**
- 17.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 17.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

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**If you have any questions or queries, relating to this document, please contact [erica@maiden-voyage.com](mailto:erica@maiden-voyage.com) or call + 44 113 314 9000.**