

Terms & Conditions – Your Agreement with CPD Solutions Ltd (CPD Solutions)

1 Definitions

"Agreement" means these Terms and Conditions together with the Subscription Form as completed by the Subscriber;

"Authorised User" means the Subscriber, individual employees or members of the Subscriber's company or organisation;

"Start Date" means the first day of the start month as selected by the Subscriber on the Subscription Form;

"Subscriber" means the company, organisation or individual(s) subscribing to Keysteps Online

"Subscription" means the Subscriber's contractual relationship with CPD Solutions as set out in this Agreement;

"Subscription Form" means the application form overleaf setting out the specification of the Subscription;

"Subscription Fee" means the annual fee to be paid by the Subscriber to CPD Solutions in accordance with these Terms and Conditions;

"Subscription Materials" means the audio visual programmes and supporting materials which shall be provided to the Subscriber under the Subscription;

"Delivery & Management Services" means the Internet based delivery of programmes and the associated Assessment, Management and Reporting facilities provided by In2itive Business Group;

"CPD Solutions" means CPD Solutions Ltd (Reg No 3974122), whose registered office is at Bushbury House, 435 Wilmslow Road, Manchester M20 4AF

"In2itive Business Group" means In2itive Business Group Ltd (Reg No 4132210), a subsidiary of FSDC plc (Reg no. 03735946) whose registered office is at 15 The Metro Centre, Welbeck Way, Peterborough PE2 7UH;

'Keysteps Online' means the specific subject area(s) which shall determine the nature of the Subscription Material to be provided to the Subscriber under the terms of this Agreement and referred to on the Subscription Form; and

"Term" means an ongoing rolling annual service unless specifically stated by the Subscriber on the Subscription Form.

2 Subscription

2.1 By completing, signing and returning the Subscription Form, the Subscriber agrees to subscribe to Keysteps Online in accordance with these Terms and Conditions.

2.2 CPD Solutions shall provide to the Subscriber the Subscription Materials chosen by the Subscriber on a monthly basis

2.3 CPD Solutions shall only make the relevant Subscription Materials available to the Authorised Users initially specified or as amended from time to time by formal notice from the Subscriber.

2.4 CPD Solutions reserves the right to change, alter, modify or adapt the content of the Subscription Material upon giving the Subscriber seven days prior written notice.

2.5 If the Subscriber wishes to change the terms of the Subscription set out on the Subscription Form and CPD Solutions agrees to do so, CPD Solutions shall notify the Subscriber of any changes to the Subscription Fee and reserves the right to charge an additional administrative fee for processing any such change. CPD Solutions is not bound to agree to any change requested by the Subscriber.

3 Term

3.1 The Subscription shall commence on the Start Date and shall endure for the initial subscription period shown on the Subscription Form and thereafter remain annually in force until terminated in accordance with Clause 6 or 10.2

4 Payment

4.1 The Subscription Fee shall be paid by the Subscriber in accordance with the method of payment chosen by the Subscriber on the Subscription Form. Access to the Subscriptions Material will be provided upon receipt of the full subscription fee by CPD Solutions. Subscribers will be notified when their access is activated.

4.2 The Subscription Fee is non-refundable and termination of the Subscription before the end of the Term (or any extension thereof) shall be without prejudice to the Subscriber's obligation to pay the Subscription Fee and any interest due thereon.

4.3 Payment of subsequent subscription invoices shall be deemed to confirm the Subscribers agreement to continue the Subscription for a further 12 month period.

5 Use

5.1 The Subscriber shall have a non-exclusive and non-transferable licence to access and use the Subscription Materials provided to the defined Authorised Users under the terms of this Subscription at any site or location. All data relating to the usage of Subscription Materials by Authorised Users shall remain the property of CPD Solutions and where applicable, may with the agreement of the Subscriber be made available under license to an Authorised User's Company, Organisation or professional institute to support the Authorised Users' professional qualification and/or CPD record.

5.2 The Subscription Materials supplied by CPD Solutions to the Subscriber may only be viewed or read by Authorised Users. Where the Subscription Material is disclosed to Authorised Users by a company or Organisation acting as a Subscriber, the Subscriber shall notify the Authorised Persons of the restrictions accompanying such material and shall take all reasonable steps to ensure that such material is not used outside of the Terms and Conditions of this Agreement.

5.3 The Subscriber may not copy the Subscription Materials. The Subscriber shall ensure that Authorised Persons do not make any copies of the Subscription Materials or Supporting Documentation received from the Subscriber.

5.4 Any unauthorised copying or editing, exhibition, renting, exchanging, hiring, lending, public performance, and/or broadcast of the Subscription Material or Supporting Documentation or any part thereof is strictly prohibited.

5.5 The Subscriber shall not make any charge to permit any person to view the Subscription Material without having first received written authority from CPD Solutions.

5.6 Due to the physical nature and makeup of the Internet, it is technically impractical to guarantee the service be supplied free of interruptions or intermittent faults and in2itive does not undertake to do so. In2itive will correct faults within its jurisdiction as soon as it reasonably can or as specified in any Service Level Agreement. The Service can only be used if the User has access to telecommunications services of a sufficient standard to meet reasonable performance expectations. This Contract does not include the provision of any telecommunications service.

6 Termination

6.1 The Subscription may only be terminated by the Subscriber after completion of the initial period by giving written notice to CPD Solutions no later than 3 months prior to a subsequent subscription anniversary.

6.2 Either party may terminate the Subscription immediately on written notice to the other party if that other party has committed a material breach of these Terms and Conditions and has not remedied such breach (if capable of remedy) within 14 days of receipt of notice requiring it to be remedied or if the other party becomes insolvent, or becomes subject to any proceeding under any insolvency or bankruptcy law or has a receiver, administrative receiver or administrator appointed over its assets.

6.3 If the Subscription is terminated before the end of the initial period, whether by CPD Solutions or the Subscriber, CPD Solutions shall not provide the Subscriber with any further Subscription Materials or Services.

6.4 The limitations and restrictions in Clauses 5, 6 and 8 shall survive any termination of this Agreement

7 Intellectual Property Rights

The Subscriber acknowledges that the Subscription Material and Supporting Materials are protected by copyright, trade marks, and other proprietary rights of CPD Solutions and/ or In2itive and where applicable, external content providers, and accepts that no rights other than those set out in these Terms and Conditions are granted to the Subscriber in respect of any intellectual property rights of CPD Solutions or any third party.

8 Limitation of Liability

8.1 The Subscription Materials are designed for use in professional updating and training. These materials are necessarily selective and general and are not intended to be exhaustive, nor can they provide the detail necessary to give professional advice or guidance in relation to any specific matter. The Subscription Materials should not be relied upon as a substitute for professional or specialist advice on a particular matter, patient or case. CPD Solutions shall have no responsibility for any loss or damage arising from such reliance.

8.2 CPD Solutions endeavours to ensure that the Subscription Material supplied to you is complete and up-to-date at the time of production, but undertakes no legal responsibility to this effect and shall not be responsible for any errors or omissions in or from the Subscription Material.

8.3 The Subscriber shall immediately notify Customer Services at CPD Solutions of any errors in the Subscription Material, who will pass the Subscriber's comments on to the relevant person. CPD Solutions shall endeavour to correct any such errors in future Subscription Material where it considers it appropriate to do so.

8.4 CPD Solutions' total liability to the Subscriber under this Agreement is limited to the amount of the Subscription Fee paid by the Subscriber and CPD Solutions shall not be liable for any loss of anticipated profits, goodwill or reputation or from claims by others or any other indirect or consequential loss suffered by the Subscriber.

8.5 Persons or organisations supplying content for the Subscription Materials, together with any person appearing in such material or credited as the author of any of the material shall have no financial responsibility to the Subscriber nor shall they be in any way liable for any part of the information contained within that material.

8.6 Nothing in this Agreement shall limit CPD Solutions liability in respect of death or personal injury caused by CPD Solutions' negligence.

9 Assignment

9.1 CPD Solutions may assign or transfer its rights and/or duties under this Agreement to another person or organisation.

9.2 The Subscriber may not assign its Subscription or its rights and/or duties to any other person or organisation without notifying CPD Solutions of the purported assignment and receiving CPD Solutions' prior written permission.

10 Entire Agreement

10.1 This Agreement constitutes the entire agreement between the Subscriber and CPD Solutions and supersedes any previous agreements between the Subscriber and CPD Solutions relating to the same subject matter.

10.2 CPD Solutions reserves the right to change the terms of this Agreement and shall give the Subscriber one month's notice before any change takes effect. The Subscriber shall be entitled to terminate the Subscription before such changes take effect provided that in the reasonable opinion of the Subscriber and CPD Solutions, such changes proposed by CPD Solutions would be significantly detrimental to the Subscriber. In such case, the Subscriber shall not be liable to pay any balance of Subscription Fee outstanding at the date of termination.

10.3 This Agreement excludes all conditions, warranties and representations whether express or implied by statute, common law or otherwise.

11 Notices

11.1 Any notice to be given in accordance with the terms of this Agreement shall be in writing and by pre-paid post.

11.2 CPD Solutions shall send notices to the person and at the address nominated as the address for delivery on the Subscription Form. Notices to CPD Solutions should be sent to CPD Solutions Ltd, Oaklands Office Park, Hooton Road, Hooton, Ellesmere Port, CH66 7NZ. Either party may change its address for notice by notice to the other party given in accordance with this clause.

12 Rights and remedies

12.1 The rights and remedies contained in this Agreement are cumulative and in addition to any rights or remedies provided for by law. Exercise of one right does not prevent exercise of another.

12.2 A single or partial exercise of a right or remedy contained in this Agreement shall not prevent further exercise of the same right or remedy.

12.3 Failure to exercise a right or remedy or delay in exercising a right or remedy is not a waiver of that or any other right or remedy.

13 Governing Law

This Agreement is governed by English law and both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Data Protection Act: This subscription is a managed service and as such, data regarding your usage and performance is held in a secure database. Other personal information provided by you will be held in confidence by CPD Solutions but may be passed to other companies of the FSDC plc group and used to advise you about any other products or services that may be of interest. These uses of your personal information are covered by the registration of In2itive under the Data Protection Act 1998. Under the act, you have the right to obtain a copy of the information held about you, for which you may be charged a fee.