

#### Terms and conditions for Holmwood's Online Learning

These are the terms and conditions for the use of the website and subdomains of <a href="https://learning.holmwoods.eu/">https://learning.holmwoods.eu/</a>, hereafter referred to as "the website". These terms and conditions apply whenever you access the website. By using the website, you will be deemed to have accepted these conditions.

## 1. Registration

To enter the restricted areas of the website you must first register. Registration requires a valid email address and strong password.

We permit access to the restricted areas of the website on the basis that:

- (i) your email address and password are personal to you and may not be used by anyone else to access the website
- (ii) you will not do anything which would assist anyone who is not a registered user to gain access to any restricted area of the website
- (iii) you do not maliciously create additional registration accounts for the purpose of abusing the functionality of the site, or other users; nor do you seek to pass yourself off as another user
- (iv) you comply with these terms and conditions. If, for any reason, we believe that you have not complied with these requirements, we may, at our discretion, cancel your access to the restricted areas of the website immediately and without giving you any advance notice.

## 2. Termination of registration

If we wish to end the agreement, we will do so by emailing you at the address you have registered stating that the agreement has terminated. The agreement will terminate and you will no longer be able to log in.

## 3. Prices

Prices are available on request from the sales department and may be published on <a href="www.holmwoods.uk.com">www.holmwoods.uk.com</a>. No refund will be given if prices are reduced after you have subscribed and paid. A subscription is for twelve (12) months. All prices are expressed as inclusive of any VAT where applicable unless otherwise stated. Please note that your internet service provider and/or telephone service provider may also charge you for time spent accessing the website at their standard charges. We may alter prices for subscriptions from time to time. If we do this, we will let you know before renewal of your subscription.

# 4. Terms of payment

Payment must be received in full in the designated bank account before a subscription for the website is activated.



## 5. Use of material appearing on Holmwood's

For the purposes of this agreement, "material" means material including, without limitation, text, video, graphics and sound material, published on the website, whether copyright of Holmwood's Online Learning or a third party. You may not reproduce any part of the website or the material or transmit it to, or store it in, any other website or disseminate any part of the material in any other form. You may not publish or give any third party access to answers to the exercises on the website. Legal action will be taken against persons committing this activity.

# 6. Disclaimer of liability

To the extent permitted at law, no responsibility is accepted for any statement in the material. You must not rely on any statement published on the website without first taking specialist professional advice. Nothing in the material is provided for any specific purpose or at the request of any particular person. For the avoidance of confusion, Holmwood's Online Learning will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of viewing, reading or listening to the material or any part of it. You can access other sites via links from the website. These sites are not under our control and we are not responsible in any way for any of their contents. We give no warranties of any kind concerning the website or the material. In particular, we do not warrant that the website or any of its contents is virus free. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties.

#### 8. Data protection

No data provided to Holmwood's Online Learning will be passed on to a third party.

### 9. Variations

These terms may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the site after it has been posted. Details of variations will be posted in section 11 below.

## 10. Force majeure

Although we will do our best to provide constant, uninterrupted access to the website, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

## 11. Governing Law & Jurisdiction

This agreement is governed by British law and the parties agree to submit to the exclusive jurisdiction of the Dutch courts.

The terms and conditions section 11 was revised on 15 July 2015.