

SlingPath - Terms and Conditions of Use

This Website is operated by **BeaconSeek Limited** (whose registered office is at Unit 8 Media Village, Liscombe Park, Soulbury, Bucks LU7 0JL, UK, company number 3954192) and **e-Blended Learning Solutions Limited** (e-BLS) (whose registered office is at 250 Devon Street East, New Plymouth, Taranaki, New Zealand, company number 1470992) ("we, us").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE AND PLACING ANY ORDER AND RETAIN A COPY OF THESE FOR FUTURE REFERENCE

1 Format of the Contract

- 1.1 These terms apply to your use of the Website and to all Course(s) supplied by us on the Website.
- 1.2 No contract exists between us for the use of any Course(s) until we have received and accepted your order and we have received payment in full. Once we have, there is a binding legal contract between us.
- 1.3 We may change these terms at any time without notice to you.

2 Definitions

EU means European Union

Course(s)

means the course(s) which is/are available for you to access and use as detailed on the course list on the Website

Website

means the website located at www.slingpath.com

3 Description and price of the Courses

- 3.1 The description and price (if any) of the Courses you order will be as shown on the Website at the time you place your order by us.

4 Payment

- 4.1 Payment for the Course(s) may be made by either:
Entering your credit card details into the World Pay Secure Server; or
Telegraphic Transfer
- 4.2 You may receive an automated acknowledgement to confirm your payment. Any such email is purely for acknowledgement purposes and shall not constitute an offer or acceptance from us to provide you with Course(s) or any other service.
- 4.3 If you are a EU resident you will be required to pay UK VAT at the prevailing rate for the Course(s) unless you are registering under a company enrollment, and the company has supplied us with a valid VAT registration number.
- 4.4 Payment is in advance and will allow you 12 months access to complete the relevant Course(s). This period of time is fixed and will not be capable of alteration by either you or us.

5 Your right of cancellation

- 5.1 If you are an individual, you have the right to cancel the contract at any time up to the point at which you access the relevant Course(s). If you wish to do so you should email us at admin@slingpath.com. At the point you access any Course(s) due to the fact that the material is then available to you for use and the services are being performed, you will no longer have any right to a refund or to cancel the contract. (For EU individuals this is in accordance with the UK Consumer Protection (Distance Selling) Regulations 2000.)

6 Limitation of Liability

- 6.1 Notwithstanding any provision to the contrary, nothing in these terms and conditions and in particular the provisions within this clause 6 excludes or limits our liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law. Nothing in this clause 6 affects any statutory rights you may have as a consumer.
- 6.2 We will use reasonable endeavours to verify the accuracy of any information on the website and in the Course(s) but make no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the website or that it will be timely or error-free, that defects will be corrected, or that the website or the server(s) that make it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and we accept no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the website.
- 6.3 Except for any exclusive remedies that may be set out in these terms and conditions, any terms, conditions, undertakings and/or warranties (whether express or implied) relating to any products and/or services provided under or in connection with these terms and conditions are hereby excluded to the fullest extent permitted under applicable law.
- 6.4 Except as otherwise stated in these terms and conditions, we will not be liable either in contract, tort, negligence, statutory duty or otherwise out of or in connection with these terms and conditions and in no event will we be liable for any direct or indirect:
 - a. economic losses (including without limitation loss of: revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
 - b. loss of goodwill or reputation;
 - c. special, incidental, consequential loss or damage: suffered or incurred arising out of or in connection with these terms and conditions.

- 6.5 To the extent permitted under applicable law, our aggregate liability (whether in contract, tort or otherwise) for any loss or damage arising out of or in connection with these terms and conditions shall in any event be limited in aggregate to a sum equal to the amount paid or payable by you for the relevant Course(s).

7 Hyperlinks to other websites

- 7.1 To provide increased value to you, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (a) the privacy practices of such websites, (b) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (c) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

8 Hyperlinks to this website

- 8.1 In accordance with Internet protocol we require that you request our permission to link to this site. If you would like to link to this site please contact us at enquiries@slingpath.com.

9 Passwords

- 9.1 You are responsible for the security and proper use of your user name and passwords used from time to time in connection with the website and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. You must immediately inform us in writing if there is any reason to believe that your user name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way. If you forget or lose a password or user name you must contact us and satisfy such security checks as we may currently operate.
- 9.2 We reserve the right to suspend user name and password access to the website if at any time we consider that there is or is likely to be a breach of security. We reserve the right (in our sole discretion) to require you to change any or all of the passwords used by you in connection with the website.

10 Intellectual Property

- 10.1 You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. Unauthorised reproduction or distribution of the material and/or content in any way shape or form may result in severe civil or criminal penalties and will be prosecuted to the maximum extent permitted under UK law.

11 Data Protection and Privacy Policy

- 11.1 Subject to clause 12 below, we are committed to protecting the privacy of individuals who submit personal details for publication on this website and we will make every effort to ensure that it complies with the provisions of current Privacy and Official Information Legislation.
- 11.2 Subject to clause 11.3 below, email addresses and/or other identifying information will not be used for any purpose(s) over and above the intended scope of this website without the express permission of the owner of the information.
- 11.3 You agree that when you access the Course(s) using an Enrollment Code supplied by your employer or contracting company, the employer or contracting company will be able to access the system to follow your progress on the Course(s).

12 Publication of Graduates

- 12.1 You agree to allow your name to be published on the SUORG website (www.suorg.org) as holding a Certificate of Competency in SNG Operations. You also agree to allow your name to be published on the SlingPath website (www.slingpath.com) as holding either/both a Record of Competency in Basic SNG Operations and/or a Certificate of Competency in SNG Operations.

13 Miscellaneous

- 13.1 The contract between us and your use of the website shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.
- 13.2 We shall be under no liability for any delay or failure to deliver the Course(s) and/or services or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond our reasonable control.
- 13.3 You may not assign or sub-contract any of your rights or obligations under these terms and conditions to any third party unless agreed upon in writing by us.
- 13.4 We reserve the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of our rights or obligations under these terms and conditions or any related contract to any third party including (without limitation) to any purchaser of our business.
- 13.5 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.
- 13.6 These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the UK Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights or remedies of a third party which exist or are available apart from that Act).
- 13.7 No delay or failure by us to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.
- 13.8 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations, understandings and agreements between you and us relating to the use of this website and sets forth the entire agreement and understanding between you and us for your use of this website.
- 13.9 We may, at our discretion, suspend or restrict your access to this website or any part of it for any reason, including a breach of these conditions.