

## **WEBSITE TERMS AND CONDITIONS OF SUPPLY FOR IPPQ TRAINING**

This page (together with the documents referred to on it) tells you (**Customer**) the terms and conditions on which we (**iOpener**) supply the IPPQ training course (**Training Course**) and license and accredit trainers in the delivery and use of IPPQ. Please read these terms and conditions (**Conditions**) carefully before ordering any places for the Training Course through our website [www.iopener.com](http://www.iopener.com) (**Site**). You should understand that by ordering one or more places for the Training Course from the Site, you agree to be bound by these Conditions.

You should print off a copy of these Conditions for future reference.

Please click on the button marked "I Accept" at the end of these Conditions if you accept them. By accepting these Conditions you also agree to abide by our [terms of website use](#) and accept the terms of our [privacy policy](#). Please understand that if you refuse to accept these Conditions, you will not be able to order any places for the Training Course from the Site.

### **INFORMATION ABOUT IOPENER**

[www.iopener.com](http://www.iopener.com) is a website operated by iOpener Limited. iOpener Limited is registered in England and Wales under company number 04845664 and has its registered office at 2 South Parade, The Old Bakehouse, Oxford, OX2 7JL, United Kingdom. iOpener Limited's main trading address is 2 South Parade, The Old Bakehouse, Oxford, OX2 7JL, United Kingdom]. iOpener Limited's VAT number is 738898360.

iOpener Limited is a limited company.

### **SERVICE AVAILABILITY**

The Site is only intended for use by people resident in the [Serviced Countries](#). Places for Training Courses may not be ordered by individuals outside those countries and you agree not to order or attempt to order places for Training Courses from outside the Serviced Countries. [Some restrictions may apply to specific Serviced Countries. These restrictions can be found on our Serviced Countries page.] Please review our Serviced Countries page before ordering places for Training Courses from the Site.

### **CUSTOMER'S STATUS**

By ordering places for Training Courses through the Site, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;
- (c) You have the full right and authority to subscribe to these Conditions;

- (d) You are resident in one of the Serviced Countries; and
- (e) You are accessing the Site from that country.

Your use of the Site to order places for Training Courses includes the ability to enter into agreements and/or to make purchases electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Conditions and where applicable to pay for the places for Training Courses. Your agreement and intent to be bound by electronic submissions applies to all transactions that you enter into on or via the Site.

## **1. INTERPRETATION**

1.1 The following definitions apply in these Conditions:

**Accredited Trainer:** has the meaning given in condition 4.1.

**Trainer Information:** has the meaning given in condition 11.2.

**Contract:** collectively, these Conditions and the Order.

**Customer or you:** the person or entity ordering the Training Course place(s) for the Trainer(s) through the Site, full details of whom are set out in the Order.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how, concepts and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Intellectual Property Rights Notice:** the notice in the form set out at the end of these Conditions.

**iOpener, we or us:** iOpener Limited, a company incorporated in England under number 04845664, whose registered office and principal place of business is at 2 South Parade, The Old Bakehouse, Oxford, OX2 7JL, United Kingdom.

**IPPQ:** the iOpener People and Performance Questionnaire training and development programme.

**Order:** the order/registration form completed by the Customer through the Site incorporating and referring to these Conditions.

**Registration Data:** has the meaning given in condition 15.1.

**Services:** has the meaning given in condition 2.1.

**Trainer(s):** the individual(s) due to attend the Training Course, full details of whom are set out in the Order.

**Training Course:** the iOpener training course that teaches Trainers the IPPQ and enables Trainers to obtain Accredited Trainer status, details of which are set out in the Order and on the Site.

**Training Course Date:** has the meaning given in condition 8.1.

**Training Materials:** all literature, drawings, maps, plans, diagrams, designs, pictures or other images, tape, disk or other device or documents, products and materials developed by iOpener or its agents, subcontractors, consultants and employees in relation to the IPPQ in any form (including without limitation, computer programs, questionnaires, diagnostic tools, data, reports and specifications) that are, have been or will be provided to the Trainer(s) before, during or after the Training Course.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

## **2. APPLICATION OF CONDITIONS**

- 2.1 These Conditions shall apply to iOpener's provision of the Training Course, the Training Materials, the IPPQ and any other services that iOpener may supply to the Customer and/or Trainer(s) in connection therewith (collectively, **Services**).
- 2.2 The Customer accepts that the Contract will govern relations between iOpener and the Customer in respect of the Services, to the exclusion of all other terms, conditions, warranties, guarantees, stipulations and representations, whether written or oral and express or implied (including any terms or conditions which the Customer purports to apply under any memorandum of understanding, booking form, purchase order, confirmation of order or other document, and any terms or conditions implied by law, trade custom, practice or course of dealing).
- 2.3 No contract shall exist or be deemed to be formed between iOpener and the Customer until iOpener has dispatched a confirmation e-mail to the Customer confirming that the Training Course place(s) have been booked.
- 2.4 iOpener may from time to time change these Conditions without notice to the Customer in relation to any future training courses, seminars, workshops or programmes that iOpener may offer.

- 2.5 The headings in these Conditions are for ease of reference only and do not affect their interpretation or construction.

### **3. OWNERSHIP AND LICENCE OF IPPQ AND TRAINING MATERIALS**

- 3.1 All Intellectual Property Rights and all other rights in or to the IPPQ and the Training Materials are owned by or licensed by third parties to iOpener. iOpener and/or its licensors reserve all rights in and to the IPPQ and the Training Materials not expressly granted under these Conditions.
- 3.2 iOpener grants each Trainer a personal, non-exclusive, non-transferable, non-sublicensable, revocable, licence to use, provide and deliver the IPPQ and the Training Materials [within the [Serviced Countries](#)], on and subject to the conditions set out in condition 3.3 and these Conditions generally. Any other use or exploitation of the IPPQ or Training Materials is strictly prohibited and may result in criminal or civil action.
- 3.3 The licence granted above under condition 3.2 is subject to the following conditions:
- (a) the Trainer must gain and retain Accredited Trainer status (see condition 4);
  - (b) no trade marks, brand names, copyright notices or other assertions of iOpener's or iOpener's licensor's Intellectual Property Rights shall be altered, removed or obscured from the IPPQ and Training Materials;
  - (c) the IPPQ and Training Materials (in whole or in part) must not be directly or indirectly modified, adapted, photocopied, reproduced, scanned or copied in any other way (in any form or by any means) without iOpener's prior written consent;
  - (d) extracts from the IPPQ and Training Materials must not be used in any form or by any means (whether or not amalgamated with any materials of a Trainer, the Customer or those of any third party) without iOpener's prior written consent;
  - (e) the IPPQ and Training Materials (in whole or in part) must not be rented, leased, loaned, lent, sold, resold, assigned, transferred, distributed, redistributed, donated or sublicensed;
  - (f) the IPPQ and Training Materials (in whole or in part) must not be used or displayed on any website(s) or

shared by providing access to the IPPQ or Training Materials on shared disk drives, computer networks, intranets or otherwise; and

- (g) all reasonable steps shall be taken by each Trainer to ensure that delegates for the IPPQ are made aware of and accept iOpener's Intellectual Property Rights Notice, as set out at the end of these Conditions, prior to participating.

3.4 Other than the licence expressly granted under this condition 3, iOpener grants no licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided herein, neither the Customer nor any Trainer shall have any rights in respect of any trade names or trade marks used or owned by iOpener or iOpener's licensors in relation to the IPPQ and/or the Training Materials (including, but not limited to 'iOpener' and 'IPPQ', or any associated goodwill) and the Customer acknowledges, and shall ensure that each Trainer acknowledges, that all such rights and goodwill shall remain vested in iOpener or iOpener's licensors (as the case may be).

3.5 In the event that any Trainer is in breach of the conditions set out in condition 3.3 above, the Contract including the licence granted by condition 3.2, shall automatically terminate, the Trainer shall not have any further right to use, provide or deliver the IPPQ and Training Materials for any purpose whatsoever, and Accredited Trainer status shall be withdrawn immediately.

3.6 The Customer shall, and shall procure that each Trainer shall, at iOpener's request, take all steps reasonably required by iOpener to assist iOpener in maintaining the validity and enforceability of iOpener's or iOpener's licensor's Intellectual Property Rights.

3.7 The Customer shall not, and shall procure that each Trainer shall not, do or authorise any third party to do anything (or omit to do something) which might invalidate or be inconsistent with iOpener's or iOpener's licensor's Intellectual Property Rights.

#### **4. REQUIREMENT FOR ACCREDITED TRAINER STATUS**

4.1 Unless otherwise agreed in writing, a Trainer may only conduct and/or deliver the IPPQ and the Training Materials in accordance with the licence given in condition 3.2 where he/she has been approved by iOpener as an accredited trainer for the IPPQ by

fulfilling all of iOpener's training conditions for achieving accredited status (**Accredited Trainer**).

- 4.2 iOpener reserves the right to withdraw or refuse to grant Accredited Trainer status where iOpener reasonably believes that the Trainer is unsuitable for such status, whereupon [50%] [100%] of the applicable price paid shall be refunded to the Customer.
- 4.3 Subject to the other provisions of these Conditions, a Trainer who has obtained Accredited Trainer status may, for so long as such Accredited Trainer status remains, describe him/herself to third parties as ["an accredited IPPQ trainer"]. Under no circumstances, however, may any Accredited Trainer award "Accredited Trainer" or any similar or equivalent status to any third party in respect of the IPPQ.

## **5. THIRD PARTY TRAINING MATERIALS**

The Customer understands and acknowledges that certain content of the IPPQ and Training Materials may include materials from third parties. The Customer further acknowledges and agrees that iOpener is not responsible for examining or evaluating the content or accuracy of any such third party material. iOpener does not warrant or endorse and does not assume and will not have any liability or responsibility for any third party materials, or for any other materials, products or services of third parties. The Customer agrees that it/he/she will not, and shall procure that any Trainer does not, use any third party materials in a manner that would infringe or violate the rights of any other party, and that iOpener is not in any way responsible for any such use by the Customer or any Trainer.

## **6. PRICE AND PAYMENT**

- 6.1 The price of Training Course place(s) will be as quoted on the Site from time to time, except in cases of obvious error. The total price payable by the Customer will be stated in the Order and will include the price of the Training Course place(s) plus any applicable VAT (in effect on the day of order). iOpener reserves the right to change prices for future purchases of Training Course places offered on the Site at any time, and does not provide price protection or refunds in the event of a price drop or promotional offering.

- 6.2 The Site contains a large number of training courses, seminar, and other events and it is always possible that, despite iOpener's best efforts, the Training Courses listed on the Site may be incorrectly priced. If a Training Course's correct price is higher than the price stated on the Site, iOpener will normally, at its discretion, either contact the Customer for instructions, or reject the Customer's order and notify the Customer of such rejection.
- 6.3 iOpener is under no obligation to provide Training Course places to the Customer at the incorrect (lower) price if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as a mis-pricing.
- 6.4 The Customer agrees to pay the price for all Training Course places it/he/she purchases through the Site, and that iOpener may charge the Customer's payment card or PayPal account for any Training Course places purchased, and for any additional amounts as may be accrued by or in connection with the Customer's order or any account the Customer holds with iOpener. The Customer is responsible for the timely payment of all fees and for providing iOpener with a valid payment card or PayPal account details when ordering the Training Course place(s). The Customer accepts and understands that it is the Customer's sole responsibility and not that of the Attendees to pay all applicable sums in accordance with this condition 6.
- 6.5 All fees will be billed to the payment card, or the PayPal account, designated by the Customer during the order process. Where the Customer is an account holder, if it/he/she wants to designate a different payment card or if there is a change in its/his/her payment card or PayPal account status, the Customer must change its/his/her payment card or PayPal account information online. (There may be a temporary disruption of the Customer's access to the Site until iOpener can verify the validity of the new payment card or PayPal account information.)
- 6.6 Payment for all Training Course places must be by credit card or debit card or through a PayPal account. iOpener accepts payment with Visa, MasterCard, American Express, Solo and Switch. If a credit or debit card company, or the Customer's PayPal account, is being used for a transaction, iOpener may obtain a pre-approval from the credit or debit card company or from PayPal (as the case may be) for an amount up to the price of the Training Course place(s). iOpener will charge the Customer's credit or debit card, or PayPal account at the time of purchase or shortly thereafter.

PLEASE NOTE:

\* Credit cards have daily spending limits that may prevent the processing of a Customer's order.

\* If a transaction has been declined online due to credit or debit card issues, or issues with a Customer's PayPal account, the Customer should ensure that all data is correct and resubmitted. If the transaction is not accepted online, the Customer will be unable to use that card or its/his/her PayPal account for the transaction and should use another payment card.

**7. QUALITY CONTROL**

7.1 The Customer acknowledges, and shall procure that each Trainer acknowledges, that iOpener's business and its reputation is dependent upon the appropriate use and the quality, presentation and delivery of its IPPQ and Training Materials. iOpener shall be entitled to take all reasonable steps to ensure that the use, presentation and delivery of the IPPQ and Training Materials via Accredited Trainers are to an appropriately high standard.

7.2 In the event that any Trainer is in breach of iOpener's quality standards relating to the use, presentation and delivery of the IPPQ and Training Materials, the Contract including the licence granted by condition 3.2, shall automatically terminate, the Trainer shall not have any further right to use, provide or deliver the IPPQ and Training Materials for any purpose whatsoever, and Accredited Trainer status shall be withdrawn immediately.

**8. TRAINING COURSE DATE AND CANCELLATION**

8.1 iOpener shall use reasonable endeavours to deliver the Training Course on the date referred to in the Order (**Training Course Date**).

8.2 iOpener reserves the right to charge for each Training Course place that is cancelled by the Customer in writing as follows:

100% of the applicable price shall be payable to iOpener (or where already paid to iOpener, retained by iOpener) if cancellation is notified to iOpener in writing less than 30 days prior to the Training Course Date.

50% of the applicable price shall be payable to iOpener (or where already paid to iOpener, retained by iOpener) if cancellation is notified to iOpener in writing 30 or more days prior to the Training Course Date.

8.3 For the avoidance of doubt, iOpener will not refund any sums as the result of a Trainer's late arrival to, non-attendance of or withdrawal from, the Training Course.

## **9. INSURANCE**

9.1 The Customer warrants and represents to iOpener that it/he/she has used its/his/her best endeavours to ensure that each Trainer has made all necessary insurance arrangements for his/her travel and stay throughout the duration of the Training Course. Such insurance arrangements should include, but not be limited to, theft or damage to personal property, loss or theft of money, medical treatment cover, personal liability, personal injury, legal expenses and recovery of his/her respective fees for attending the Training Course and/or associated travel costs as a result of his/her inability (for whatever reason) to attend the Training Course (in whole or in part).

9.2 For the avoidance of doubt, iOpener accepts no liability for loss or damage to any Trainer's property and shall not provide any insurance cover whatsoever to any Trainer.

## **10. IOPENER'S OBLIGATIONS**

10.1 iOpener shall use reasonable endeavours to deliver the Training Course and IPPQ, and to provide the Training Materials to each Trainer, in accordance in all material respects with the Order.

10.2 iOpener further agrees to provide [free] online processing of IPPQ questionnaires answered by a Trainer's delegates as part of the IPPQ.

10.3 iOpener shall use best endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence.

## **11. CUSTOMER'S OBLIGATIONS AND TRAINER'S BEHAVIOUR**

11.1 The Customer shall be solely responsible for ascertaining and deciding whether the Training Course, IPPQ and Training Materials

are sufficient and suitable for its/his/her purposes and the needs of the Trainer(s). iOpener does not provide any guarantee in respect of the standard of a Trainer's abilities on completion of the Training Course.

- 11.2 On request from iOpener, the Customer shall provide iOpener with all such information pertaining to each Trainer as iOpener may reasonably require (**Trainer Information**).
- 11.3 Should the Customer wish to send other Trainers on the Training Course in addition to those specified in the Order, the parties may agree to amend the Contract or execute a new contract (incorporating these terms and conditions) to take account of such additional Trainers.
- 11.4 The Customer warrants and represents that all information submitted by the Customer to iOpener in connection with or relating to the Services (including, without limitation, all Trainer Information and Registration Data) is accurate and correct, and the Customer agrees to promptly provide iOpener with any and all necessary information, co-operation and assistance (including, without limitation, any information, co-operation or assistance relating to a Trainer) as it may reasonably require in order to perform its obligations under the Contract.
- 11.5 The Customer shall notify all Trainers in writing of their respective rights and obligations under the Contract, including without limitation those specified under condition 3 above, shall ensure each Trainer's compliance with his/her obligations under the Contract and shall be personally liable to iOpener under the Contract for any acts or omissions of the Trainer(s), or for any breach by any Trainer of his/her obligations hereunder.
- 11.6 The Customer shall, and shall procure that each Trainer shall, co-operate with iOpener in all matters relating to the Training Course, IPPQ and Training Materials (including in the submission to iOpener of any required programme feedback, participant evaluation forms and/or quality assessment).
- 11.7 iOpener reserves the right to expel any Trainer from the Training Course, without notice, as a result of his/her inappropriate behaviour. Examples of inappropriate behaviour that could result in a Trainer being required to leave the Training Course include poor attendance, disruptive behaviour, damage to iOpener or third

party property or any other behaviour deemed by iOpener to be inappropriate.

11.8 If as a result of illness (whether physical or mental) or physical injury a Trainer is unable to continue with or complete the Training Course then iOpener may require such Trainer to leave the Training Course.

11.9 In the event that a Trainer is required to leave the Training Course under condition 11.7 or 11.8 no sums or other monies paid to iOpener in connection with or relating to the Services shall be refunded by iOpener and the Trainer shall not be granted Accredited Trainer status. The Customer further acknowledges that a Trainer's right to remain in [the United Kingdom] may become invalid as a result of being required to leave the Training Course and that in such an event, the Trainer may be required to return to his/her country of origin immediately.

## **12. CONFIDENTIALITY**

The Customer shall, and shall procure that each Trainer shall, keep in strict confidence all technical or commercial know-how (including, but not limited to, the content and nature of the Training Course, IPPQ and Training Materials), specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer and/or a Trainer by iOpener, its employees, agents, consultants or subcontractors and any other confidential information concerning iOpener's business or its products or services which the Customer and/or any Trainer may obtain. The Customer shall not use any such information for any purpose other than to perform its/his/her obligations or exercise its/his/her rights under the Contract.

## **13. LIMITATION OF LIABILITY AND INDEMNITY**

13.1 The Customer warrants and represents to iOpener that all Trainers have all necessary visas, permissions and consents required for their stay in [the United Kingdom] and attendance of the Training Course.

13.2 The warranties and undertakings given by iOpener in these Conditions are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or

the ability to achieve any particular result, are expressly excluded. For the avoidance of doubt, iOpener does not warrant that the online order process or the Site will be free from error, loss, corruption, attack, viruses, interference, interruption, hacking or other security intrusion and iOpener expressly disclaims any liability relating thereto.

13.3 The following provisions of this condition 13 set out the entire financial liability of iOpener (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer, any Trainer or any third party in respect of:

- (a) any breach of the Contract;
- (b) any use made by any Trainer of the IPPQ, the Training Materials or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

13.4 Nothing in these Conditions limits or excludes the liability of iOpener:

- (a) for death or personal injury resulting from negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any liability which cannot be limited or excluded at law.

13.5 Subject to condition 13.4:

- (a) iOpener shall not be liable to the Customer and/or any Trainer for loss of profits, loss of revenue or income, loss of business, loss of reputation, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of opportunity, loss of use, or loss or corruption of data or information whether in each case direct or indirect and whether or not the type of loss was foreseen or reasonable foreseeable; or any special, indirect or consequential loss, costs, damages, charges or expenses suffered by the Customer and/or any Trainer; and
- (b) iOpener's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Contract shall be limited to the price paid by the Customer to iOpener for the Training Course place(s).

13.6 The Customer agrees to indemnify iOpener and hold iOpener harmless from and against all losses, liabilities, damages, costs and expenses (including legal fees and costs) suffered or incurred in connection with any claims, demands, actions or other proceedings made or brought by any third party, arising from the acts or omissions of the Customer and/or any Trainer, the Customer's and/or any Trainer's negligence or fraud, or the Customer's breach of the Contract.

#### **14. TERMINATION**

14.1 iOpener may terminate the Contract immediately in the event of material breach of the Contract by the Customer by giving written notice to the Customer. For the purposes of this condition 'material breach' includes (but is not limited to) any failure to make payment of any fees due, failure to provide iOpener with accurate and complete Registration Data or Trainer Information, any breach by the Customer of its/his/her obligation to ensure each Trainer's strict compliance with the licence conditions set out in condition 3 or any infringement of iOpener's or any third parties' Intellectual Property Rights.

14.2 On termination of the Contract for any reason:

(a) all rights and licences of each Trainer under the Contract shall automatically terminate, and each Trainer shall immediately stop using, providing or delivering the IPPQ and the Training Materials;

(b) the Customer shall procure that each Trainer shall, at the Customer's or Trainer's own cost and at iOpener's option, promptly return, destroy or permanently delete all copies of the IPPQ and Training Materials, and upon request, provide iOpener with written confirmation to this effect; and

(c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

14.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect: conditions 1, 2, 3.1, 3.4, 3.5, 4, 5, 7, 9, 11.1, 11.4, 11.5 and 12 to 25 (inclusive).

## 15. PERSONAL INFORMATION, PRIVACY AND DATA PROTECTION

- 15.1 The Customer agrees to provide accurate, current and complete information as may be required in the course of ordering the Training Course place(s) (**Registration Data**). The Customer further agrees to maintain and update the Registration Data as required to keep it accurate, current and complete. The Customer agrees that iOpener may store and use the Registration Data provided by the Customer (including payment card information) for use in maintaining the Customer's accounts and billing fees to the Customer's payment card.
- 15.2 [As a purchaser of the Training Course place(s), the Customer may receive or establish an account. The Customer is solely responsible for maintaining the confidentiality and security of its/his/her account. The Customer should not reveal its/his/her account information to anyone else or access, attempt to access or use anyone else's account. The Customer is entirely responsible for all activities that occur on or through its/his/her account, and the Customer agrees to immediately notify iOpener of any unauthorised use of its/his/her account or any other breach of security. iOpener shall not be responsible for any losses arising out of the unauthorised use of the Customer's account which is not due to iOpener's negligence.]
- 15.3 iOpener shall use reasonable efforts to protect Registration Data submitted in the course of ordering the Training Course place(s), but the Customer acknowledges and agrees that its/his/her submission of such information is at its/his/her sole risk, and iOpener hereby disclaims to the fullest extent permitted by law any and all liability to the Customer and any Attendee for any loss or liability relating to such information in any way.
- 15.4 Except as otherwise expressly provided for in these Conditions, iOpener's supply of Training Course places is subject to the terms of its [privacy policy](#), which are by reference expressly incorporated into these Conditions. If the Customer has not already read iOpener's privacy policy, the Customer should do so now. At all times the Customer's and any Attendee's personal information will be treated in accordance with iOpener's privacy policy.
- 15.5 The Customer warrants that it/he/she and each Trainer shall comply with their respective obligations under the Data Protection Act 1998 and that the Services to be provided by iOpener under or pursuant to the Contract will be entirely consistent with and

appropriate to the specified and lawful purposes for which the Customer, Trainer or their employer has notified under the Data Protection Act 1998.

15.6 The Customer shall indemnify iOpener against any loss or damage which it may sustain or incur as a result of any breach of the warranty specified under condition 15.5.

**16. FORCE MAJEURE**

iOpener shall have no liability to the Customer under the Contract or any Trainer if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of iOpener or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**17. VARIATION**

No variation of the Contract or these Conditions or of any of the documents referred to herein shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**18. WAIVER**

18.1 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.

18.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**19. SEVERANCE**

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and

enforceability of the other provisions of the Contract shall not be affected. If any invalid, illegal or unenforceable provision would be valid, enforceable and legal if some part of it were deleted or amended, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**20. ENTIRE AGREEMENT**

20.1 The Contract constitutes the entire agreement between iOpener and the Customer in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings between the parties relating to that subject matter.

20.2 Each party acknowledges that it has not relied on or been induced to enter the Contract by any statement, assurance, warranty or representation (whether oral or in writing) made or given by or on behalf of the other which is not set out in these Conditions, and shall have no right or remedy in respect thereof, save that nothing in these Conditions shall limit or exclude any liability for fraud

**21. ASSIGNMENT**

The Contract is personal to the Customer, who shall not, without iOpener's prior written consent transfer, subcontract or deal in any other manner with all or any of its/his/her rights or obligations under the Contract.

**22. NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**23. RIGHTS OF THIRD PARTIES**

With the exception of Trainers, a person who is not a party to the Contract shall not have any rights under or in connection with it.

**24. WRITTEN COMMUNICATIONS AND NOTICES**

- 24.1 Applicable laws require that some of the information or communications iOpener sends to the Customer should be in writing. When using the Site, the Customer accepts that communication with iOpener will be mainly electronic. iOpener will contact the Customer by e-mail or provide the Customer with information by posting notices on the Site. For contractual purposes, the Customer agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that iOpener provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.
- 24.2 All notices given by the Customer to iOpener must be given to iOpener at info@iopener.com. iOpener may give notice to the Customer at either the e-mail or postal address provided by the Customer when placing an order, or in any of the ways specified in condition 24.1 above. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **25. GOVERNING LAW AND JURISDICTION**

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