



7Y SERVICES LIMITED - WEBSITE TERMS AND CONDITIONS

WELCOME TO THE 7Y SERVICES LIMITED WEBSITE TERMS AND CONDITIONS FOR USE. THESE TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE AT www.7y.co.uk. BY ACCESSING THIS WEBSITE AND/OR PLACING AN ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US OR ORDER FROM US. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT USE THIS WEBSITE.

The www.7y.co.uk Website is operated by:

7Y Services Limited, a company registered in England and Wales, whose registered office is at Wharton Court, Leominster, Herefordshire, United Kingdom, HR6 0NX. Our company registration number is 2828440. Our VAT registration number is 594 3936 92. We are a member of the following trade associations/professional bodies: Chamber of Commerce.

Our contact details are as follows:

Trading address: Wharton Court, Leominster, Herefordshire, United Kingdom, HR6 0NX
General email: info@7y.co.uk
Telephone number: 01568 610 077
Fax number: 01568 610 061

1. INTRODUCTION

- 1.1. Although you will be able to access most areas of this Website without registering your details with us certain areas of this Website are only open to you if you register.
- 1.2. We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. Where there is a conflict between these general terms and such express terms for particular pages the express terms shall prevail. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.
- 1.3. Use of standard forms. When you download a standard form from the Website which requires signing by yourself and 7Y Services Limited it is assumed once you have counter-signed the form it has been accepted as signed by 7Y Services Limited. Standard forms downloaded from the Website do not require a signature on behalf of 7Y Services Limited to be binding on you.

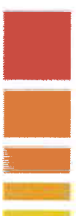
2. DELIVERY

When purchasing products from 7Y Technology, a division of 7Y Services Limited, the following will apply:

- 2.1 All dispatch dates quoted by 7Y Technology are estimated, are not guaranteed and time shall not be the essence of the Contract. Whilst every endeavour is made to comply with these dates, 7Y Technology shall have no liability

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whatsoever for any delay in dispatch or delivery or for non-delivery or for any loss occasioned thereby.

- 2.2 7Y Technology is unable to accept the return of Goods without a customer return number (CRN). Please contact 7Y Technology help desk if you wish to return Products on telephone number 01568 610077 to obtain a CRN.
- 2.3 Faulty Products will be accepted for return within 14 days of delivery to Client provided they are returned undamaged, complete and in the original packaging.
- 2.4 When Products are alleged not to be in conformity with the published specification, full details must be given, and credit or replacement will not be issued until any liability has been accepted in writing by 7Y Technology.
- 2.5 The price of delivery is built into the cost of the product or service being supplied. If an additional delivery charge is required this will be agreed in advance of the product or service being supplied and confirmed in writing. Items ordered will be delivered as soon as possible and any delays will be notified to you as soon as possible.

3. PRICING

All prices are in pounds sterling, and exclude VAT (which shall be payable in addition at the rate and in the manner for the time being prescribed by law).

4. CANCELLATION AND RETURNS POLICY

4.1 Where the Client has ordered a product the following will apply:

- 4.1.1. The Client has no right of cancellation of an order following issue of an Order Confirmation whether in whole or in part except with 7Y Services Limited written consent. 7Y Services Limited reserves the right to charge a restocking fee when cancellation of an order has been agreed.
- 4.1.2. 7Y Services Limited reserves the right to recover from Client in full the amount of any loss (including loss of profit) and costs (including costs of all labour and materials used), suffered by 7Y Services Limited as a result of any cancellation occurring after issue of the Order Confirmation.
- 4.2. Where the Client is booking a place(s) on a training Course(s) through 7Y KnowHow, a division of 7Y Services Limited, the following will apply:
 - 4.2.1. The Client can transfer to another Course, provided the Client gives more than two weeks notice prior to the commencement date of the agreed Course.
 - 4.2.2. 7Y KnowHow reserves the right to cancel or reschedule the Course and will endeavour to provide reasonable notice of the cancellation change, except in an emergency.
 - 4.2.3. If a 7Y trainer is temporarily unable to provide the Course, 7Y KnowHow will attempt to provide a substitute or at least equivalent standing. If no substitute is available, 7Y KnowHow will reschedule the Course at no additional cost to the Client. Alternatively, the Client will be entitled to a full refund of the Course Fee but 7Y KnowHow shall not be liable for any other loss or expenses to the Client arising out of the cancellation.
 - 4.2.4. In some cases a training Course may be applicable for grant funding if various criteria are met. On booking the Course, the Client will be made aware of the funding criteria and asked to confirm whether they meet the criteria and on the basis of the information provided they will then be informed by 7Y KnowHow whether funding is accessible and the Course Fee quoted will be based upon funding being granted. This will be confirmed on the Booking Form. The Client may cancel the Course by notifying 7Y KnowHow in writing and will be entitled to a full refund of the Course Fee if 7Y KnowHow receives notification of the cancellation at least 20 Working Days before the Course date. If the Client notifies 7Y between 15 and 20 Working Days before the Course date, they shall be entitled to a refund of 75% of the Course Fee. If the Client gives 7Y less than 15 Working Days notice before the Course date, they will not be entitled to any refund of the Course Fee. If the Client cancels within 10 Working Days of the Course they will not be entitled to a refund of the Course Fee quoted and will also



be charged another amount equal to the quoted Course Fee. The additional amount is due from the Client as TY will be unable to draw on the funding but will have incurred the gross costs of the course on the Client's behalf. By agreeing to pay the Course Fee the Client acknowledges that if they fail to give adequate notice, as described above, or upon further inspection the criteria supplied by the Client was inaccurate and therefore TY were unable to draw on the funding, the additional Course Fee amount will be collected from the Client's card.

5. LICENCE

5.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- 5.1.1. no documents or related graphics on this Website are modified in any way;
 - 5.1.2. no graphics on this Website are used separately from accompanying text; and
 - 5.1.3. any of our copyright and trade mark notices and this permission notice appear in all copies.
- 5.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.
- 5.3. Subject to clause 5.1, no part of this Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without our prior written permission.
- 5.4. Any rights not expressly granted in these terms are reserved.

6. SERVICE ACCESS

- 6.1. While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.
- 6.2. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. TY Services Limited reserve the right to withdraw access rights without notice or giving reasons.

7. LINKS TO AND FROM OTHER WEBSITES

- 7.1. Links to third party Websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party Websites and do not control and are not responsible for these Websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party Websites linked to this Website, you do so entirely at your own risk.

8. DISCLAIMER

- 8.1. While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.



8.2. The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

9. LIMITATION OF LIABILITY

- 9.1. TV Services Limited does not exclude or limit its liability for personal injury or death arising from its negligence.
- 9.2. Subject to Condition 9.1 TV Services Limited's aggregate liability under any Contract (whether in contract tort including without limitation negligence or otherwise howsoever arising) shall be limited to the total price payable in respect of the supply of Products and/or Services.
- 9.3. Under no circumstances shall TV Services Limited be liable to the Client in respect of any indirect or consequential loss or for any economic loss or loss of profits business contracts opportunities or savings.
- 9.4. All statutory or common law warranties or implied terms are hereby excluded from the Contract to the fullest extent permitted by law.
- 9.5. You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your details.

10. OVERSEAS TRANSACTIONS

The business currently does not trade with any businesses outside of the United Kingdom.

11. GOVERNING LAW AND JURISDICTION

- 11.1. These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.2. We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

12. MISCELLANEOUS

- 12.1. You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.
- 12.2. If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.
- 12.3. Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.