

TERMS AND CONDITIONS

Your attention is particularly drawn to the provisions of **clause 10** (Limitation of liability).

1. About us

- 1.1 **Company details.** Whichever CL:AIRE entity has entered into the order (**we** and **us**), being either (i) CONTAMINATED LAND:APPLICATIONS IN REAL ENVIRONMENTS (company number 03740059) is a company registered in England and Wales and our registered office is at Reading Business Centre Fountain House, Queens Walk, Reading, England, RG1 7QF; or (ii) CL:AIRE INITIATIVES LTD (company number 13628954) is a company registered in England and Wales and our registered office is at Reading Business Centre Fountain House, Queens Walk, Reading, England, RG1 7QF. We operate <https://claire.co.uk/> (the **Website**).

Contacting us. To contact us, you can send an email to helpdesk@claire.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 14.2.

2. Our contract with you

- 2.1 **Our contract.** We provide digital content (included but not limited to e-learning courses and digital course materials) and services (including but not limited to in-person courses). These terms and conditions (**Terms**) apply to the order by you and supply of Products and Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. For the purpose of this Contract:

Products: means the documentation and content including text, information, data, software, executable code, images, audio, or video material, pre-recorded e-learning courses and course material in any medium or form made available by us to you to purchase, stream or download, pursuant to your Order.

Services: means any services provided by us, including but not limited to live webinars and in-person courses, pursuant to your Order.

- 2.2 **You.** These Terms apply solely to organisations acting in the course of business, trade or profession. By entering into this Contract, you confirm that you are not acting as a consumer and that consumer protection legislation does not apply.
- 2.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.4 **Language.** These Terms and the Contract are made only in the English language.

3. **Placing an order and its acceptance**

3.1 **Placing your order.** Please follow the onscreen prompts to place your order (your **Order**). You may only submit an Order using the method set out on the Website. Each Order is an offer by you to buy the Products and Services specified in the Order subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your Order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your Order is complete and accurate.

3.3 **Accepting your order.** Our acceptance of your Order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Products and Services confirmed in the Order Confirmation.

4. **Our products and services**

4.1 **Reasonable care and skill.** We warrant to you that the Products and Services will be provided using reasonable care and skill.

4.2 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to provide the Products and Services by such dates will not give you the right to terminate the Contract.

4.3 **E-learning courses.** If you have purchased an e-learning course, you will be granted access to (i) download any course materials; and (ii) complete the e-learning course, for one (1) year from the date you complete your self-enrolment, after which your access will be revoked.

4.4 **Amendments and cancellations**

- (a) **Cancellation by us.** We retain the right to change the venue of and / or speakers at an event or course at any stage, and to cancel or postpone any event or course due to lack of delegate numbers, speaker cancellations or for any other reason. Where an event or course has been cancelled by us, you will be entitled to a full refund of the registration fee paid. If the event or course has been postponed by us and you are unable to attend the re-scheduled date, provided you request a refund in writing within 14 days of us informing you of the re-scheduled date, we will refund your registration fee. For the avoidance of doubt, we will not be liable

for any expenses you may have incurred, including (but not limited to) hotel bookings or travel.

- (b) **Substitution.** You may assign your place on a course to another person in the same organisation as you (a **Substitute**) provided: (i) you give us at least three (3) days' prior written notice; and (ii) the Substitute is registered on the Website prior to the course start date. In the event your place is assigned, you will remain responsible for the Substitute's compliance with the terms of this Contract.
- (c) **Rescheduling.** We are under no obligation to agree to reschedule or postpone In-house Training. If you wish to reschedule or postpone In-house Training following a booking, and we agree to such rescheduling, this will be treated as a cancellation of the original In-house Training date by you in accordance with clause 4.4(d) below, and the rescheduled date shall be treated as a new booking. Any subsequent cancellation of such rescheduled date by you shall be dealt with in accordance with clause 4.4(d) below. If we do not agree to a request from you to reschedule or postpone In-house Training, you have the option to either keep your original date, or else to cancel in accordance with clause 4.4(d) below.
- (d) **Cancellation of In-house Training.** If you have purchased training to be delivered in-house by us or on our behalf (**In-house Training**), you may cancel this by providing us with prior written notice. In the event you cancel In-house Training in accordance with this clause 4.4(d):
 - (i) if you provide a cancellation notice at least two (2) weeks before the first day of the In-house Training:
 - (A) you will be liable to pay an administration fee of 10% of the Charges (**Administration Fee**) plus an amount equivalent to the relevant trainer's/trainers' cost of travel and accommodation already incurred (**Expenses** and, together with the Administration Fee, the **Cancellation Fees**); and
 - (B) to the extent the Charges you have paid for the In-house Training exceed the Cancellation Fee, we will refund the difference to you; and
 - (ii) if you provide a cancellation notice less than two (2) weeks before the first day of the In-house Training, you will be liable to pay the Charges for the In-house Training in full.

5. Your obligations

5.1 It is your responsibility to ensure that:

- (a) the terms of your Order are complete and accurate;
- (b) you cooperate with us in all matters relating to the Products and Services;

- (c) you provide us with such information and materials we may reasonably require in order to supply the Products and Services, and ensure that such information is complete and accurate in all material respects;
- (d) you comply with all applicable laws, including health and safety laws;
- (e) when attending in-person courses or events:
 - (i) you comply with all applicable rules, policies, procedures and health and safety requirements of the venue or site at which the event is held. You must follow any safety warnings or instructions displayed or given to you by a member of staff. Ask a member of staff if you are unclear;
 - (ii) you notify us at the time of making your Order if you require physical assistance, including in the event of an emergency evacuation, in order to ensure we are able to make appropriate arrangements and ensure sufficient personnel are available to provide support. We will not be liable for any failure to accommodate such needs where notice has not been provided in accordance with this clause (ii);
 - (iii) you must act responsibly and sensibly at all times;
 - (iv) you must not participate in any physical activity if you are pregnant or under the influence of alcohol or non-prescription drugs; and
 - (v) if you require further information regarding accessibility or applicable policies in respect of a venue or site, to obtain such information from the venue or site directly;
- (f) you have implemented appropriate safeguards to protect your systems, devices and data from viruses, malware, and other harmful or unauthorised code or activity. We do not guarantee that access to our Products, Services or website will be free from such threats, and we shall not be liable for any loss or damage arising from your failure to take adequate precautions; and
- (g) you adhere to the CL:AIRE Code of Conduct (if applicable).

5.2 If our ability to meet our obligations to perform the Services or provide the Products is prevented or delayed by any failure by you to fulfil any obligation listed in clause 5.1 (**Your Default**):

- (a) such obligations will be suspended until you remedy Your Default, to the extent Your Default prevents or delays us meeting such obligations. In certain circumstances Your Default may entitle us to terminate the Contract under clause 12 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from such failure or delay; and

- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

- 5.3 When attending in-person courses or events, you are not permitted to film, record, or otherwise capture audio or visual content without our prior written consent.
- 5.4 By attending our in-person courses or events, you consent to being photographed, filmed and / or recorded, and to the use of such images or recordings by us for promotional and marketing purposes, including on our website, social media channels and printed materials. If you do not wish to be included in such materials, you must notify us in writing prior to the course or event.
- 5.5 To the extent you are a member of any CL:AIRE scheme, your membership to such scheme will be subject to additional terms, including third-party terms. You agree to comply with such terms and will indemnify us for any losses we suffer as a result of any non-compliance.

6. Charges

- 6.1 In consideration of us providing the Products and Services you must pay our charges (**Charges**) in accordance with this clause 6.
- 6.2 The Charges are the prices quoted on our site at the time you submit your Order.
- 6.3 If you wish to change the scope of the Products and Services after we accept your Order, and we agree to such change, we will modify the Charges accordingly.
- 6.4 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Products and Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

7. How to pay

- 7.1 Payment for Products and Services is due in advance. You can pay for the Products and Services via Paypal or by bank transfer. You must pay all invoices by the earlier of (i) 7 days before any event to which the invoice relates; and (ii) 28 days from the date of the invoice.
- 7.2 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 12 (Termination), we may charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.2 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.3 You shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.4 You agree that we may withhold course certificates from you until payment has been received in full.

8. Intellectual property rights

8.1 All intellectual property rights in or arising out of or in connection with the Products and Services (other than intellectual property rights in any materials provided by you) will be owned by us or our third party licensors.

8.2 Subject to 4.3, we grant you a non-transferable, non-exclusive licence to use the Products for your internal business and compliance purposes for the duration of the Contract. After its expiry, you may retain any course materials downloaded in accordance with this Contract, provided your continued use remains in compliance with the terms set out herein.

8.3 You shall not grant any sub-licences, in whole or in part, of any of the rights granted under this Contract, or sub-contract any aspects of exploitation of the rights licensed to you, without our prior written consent.

8.4 We may require you to cease all use of any of the Products if we reasonably believe that your use of the Products infringes the Intellectual Property Rights of any third party, or breaches any applicable law or regulation. In this instance, we may, at our option either:

- (a) provide you with alternative Products so as to avoid the infringement; or
- (b) terminate this Contract immediately on written notice in respect of the affected Product(s).

8.5 You may not change, amend or develop the Products in any way without our prior written consent.

8.6 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

8.7 This clause 8 shall survive termination.

9. How we may use your personal information

9.1 We will use any personal information you provide to us to:

- (a) provide the Products and Services;

- (b) process your payment for the Products and Services; and
 - (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 9.2 We will process your personal information in accordance with our privacy policy (<https://claire.co.uk/home/about-us/privacy-policy?tmpl=component>), the terms of which are incorporated into this Contract.
- 10. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 10.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.2 Subject to clause 10.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 10.3 Subject to clause 10.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the higher of (i) £50 and (ii) the total Charges paid under the Contract.
- 10.4 In the absence of any negligence or other breach of duty by us:
 - (a) your participation in any physical activity forming part of the in-person events or courses is entirely at your risk;

- (b) your use of any machinery, equipment or facility in connection with the Services is entirely at your risk; and
 - (c) we are not responsible for any theft, damage, destruction or loss of your property or belongings whilst you are attending in-person events or courses.
- 10.5 We are not qualified to express an opinion that you are fit to safely participate in any physical activity as part of the Services. If necessary, you must obtain professional or specialist advice from your doctor before participating.
- 10.6 Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Contract or any collateral contract, whether by legislation, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
- 10.7 You acknowledge that the use of any Product is at your own risk and that it is your responsibility to ensure that the Product is suitable for your intended use. We do not warrant that any Product will be error-free, or meet your specific requirements.
- 10.8 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.9 Nothing in these Terms limits or affects the exclusions and limitations set out in our <https://claire.co.uk/home/about-us/299-website-terms-and-conditions>.
- 10.10 We will not be liable for the acts or omissions of any third parties.
- 10.11 This clause 10 will survive termination of the Contract.

11. Confidentiality

- 11.1 We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 11.2.
- 11.2 We each may disclose the other's confidential information:
 - (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract.

We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 11; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

12. Termination, consequences of termination and survival

12.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven (7) days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

12.2 **Consequences of termination.** On termination of the Contract, you must return all of Our Materials and any deliverables specified in your order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

12.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

13. Events outside our control

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- 13.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the Charges you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

14. Communications between us

- 14.1 When we refer to "in writing" in these Terms, this includes email.
- 14.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.
- 14.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - (c) if sent by email, at 9.00 am the next working day after transmission.
- 14.4 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 email, that such email was sent to the specified email address of the addressee.
- 14.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

15. **Dispute resolution**

If any dispute arises in connection with these Terms, you should first raise the matter with the CL:AIRE contact responsible for the relevant Products or Services. If the dispute cannot be resolved within 14 days of bringing such dispute to such CL:AIRE contact, we will escalate it to our Managing Director, and subsequently to the board. If the dispute remains unresolved following internal escalation, both parties agree to refer the dispute to mediation administered by the Centre for Effective Dispute Resolution (CEDR) in accordance with its Mediation Procedure. Unless otherwise agreed, the mediation shall take place in London, UK, and the language of the mediation shall be English. Neither party may commence court proceedings in relation to the dispute until it has attempted to resolve the matter through mediation, provided that nothing in this clause shall prevent a party from seeking urgent injunctive or equitable relief.

16. **General**

16.1 **Assignment and transfer**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person as explicitly permitted herein, or if we agree in writing.

16.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

16.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.