



2B Trained

Our policies and terms



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Privacy Policy

This privacy policy applies between you, the User of this Website and 2B Trained Ltd, the owner and provider of this Website. 2B Trained Ltd takes the privacy of your information very seriously. This privacy policy applies to our use of all Data collected by us or provided by you in relation to your use of the Website.

This privacy policy should be read alongside, and in addition to, our Terms and Conditions, as follows:

<https://2btrained.co.uk/website-use-terms>

Please read this privacy policy carefully.

Definitions and interpretation

1. In this privacy policy, the following definitions are used:

Data	Collectively all information that you submit to 2B Trained Ltd via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Laws;
Cookies	A small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below (Cookies);
Data Protection Laws	Any applicable law relating to the processing of personal Data, including but not limited to the GDPR, and any national implementing and supplementary laws, regulations and secondary legislation;
GDPR	The UK General Data Protection Regulation;
2B Trained Ltd, we or us	2B Trained Ltd, a company incorporated in England and Wales with registered number 13467143 whose registered office is at Fareham Innovation Centre, Merlin House, 4 Meteor Way, Lee-on-the-Solent, Hampshire PO13 9FU
UK and EU Cookie Law	The Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 & the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2018;
User or you	Any third party that accesses the Website and is not either (i) employed by 2B Trained Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to 2B Trained Ltd and accessing the Website in connection with the provision of such services; and
Website	The website that you are currently using, www.2btrained.co.uk , and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. In this privacy policy, unless the context requires a different interpretation:

- a. The singular includes the plural and vice versa.
- b. References to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy.
- c. A reference to a person includes firms, companies, government entities, trusts and partnership.
- d. "Including" is understood to mean "including without limitation."
- e. Reference to any statutory provision includes any modification or amendment.

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- f. The headings and sub-headings do not form part of this privacy policy.

Scope of this privacy policy

3. This privacy policy applies only to the actions of 2B Trained Ltd and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.
4. For purposes of the applicable Data Protection Laws, 2B Trained Ltd is the "data controller". This means that 2B Trained Ltd determines the purposes for which, and the way your Data is processed.

Data collected

5. We may collect the following Data, which includes personal Data, from you:
 - a. Name
 - b. Date of birth
 - c. Gender
 - d. Job title
 - e. Profession
 - f. Contact Information such as email addresses and telephone numbers
 - g. Demographic information such as postcode, preferences and interests
 - h. Financial information such as credit / debit card numbers
 - i. IP address (automatically collected)
 - j. Web browser type and version (automatically collected)
 - k. Operating system (automatically collected)
 - l. A list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected) in each case, in accordance with this privacy policy.

How we collect Data

6. We collect Data in the following ways:
 - a. Data is given to us by you, and
 - b. Data is collected automatically.

Data that is given to us by you

7. 2B Trained Ltd will collect your Data in several ways, for example:
 - a. When you contact us through the Website, by telephone, post, e-mail or through any other means
 - b. When you register with us and set up an account to receive our products/services
 - c. When you complete surveys that we use for research purposes (although you are not obliged to respond to them)
 - d. When you enter a competition or promotion through a social media channel
 - e. When you make payments to us, through this Website or otherwise
 - f. When you elect to receive marketing communications from us
 - g. When you use our services in each case, in accordance with this privacy policy.

Data that is collected automatically

8. To the extent that you access the Website, we will collect your Data automatically, for example:
 - a. We automatically collect some information about your visit to the Website. This information helps us to make improvements to Website content and navigation, and includes your IP

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address, the date, times and frequency with which you access the Website and the way you use and interact with its content.

- b. We will collect your Data automatically via cookies, in line with the cookie settings on your browser. For more information about cookies, and how we use them on the Website, see the section below, headed "Cookies".

Our use of Data

9. Any or all the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:
 - a. Internal record keeping
 - b. Improvement of our products / services
 - c. Transmission by email of marketing materials that may be of interest to you in each case, in accordance with this privacy policy.
10. We may use your Data for the above purposes if we deem it necessary to do so for our legitimate interests. If you are not satisfied with this, you have the right to object in certain circumstances (see the section headed "Your rights" below).
11. For the delivery of direct marketing to you via e-mail, we will need your consent, whether via an opt-in or soft-opt-in:
 - a. Soft opt-in consent is a specific type of consent which applies when you have previously engaged with us (for example, you contact us to ask us for more details about a particular product/service, and we are marketing similar products/services). Under "soft opt-in" consent, we will take your consent as given unless you opt-out.
 - b. For other types of e-marketing, we are required to obtain your explicit consent; that is, you need to take positive and affirmative action when consenting by, for example, checking a tick box that we will provide.
 - c. If you are not satisfied about our approach to marketing, you have the right to withdraw consent at any time. To find out how to withdraw your consent, see the section headed "Your rights" below.
12. When you register with us and set up an account to receive our services, the legal basis for this processing is the performance of a contract between you and us and/or taking steps, at your request, to enter such a contract.
13. We may use your Data to show you 2B Trained Ltd adverts and other content on other websites. If you do not want us to use your data to show you 2B Trained Ltd adverts and other content on other websites, please turn off the relevant cookies (please refer to the section headed "Cookies" below).

Who we share Data with

14. We may share your Data with the following groups of people for the following reasons:
 - a. Any of our group companies or affiliates - to ensure the proper administration of your website and business
 - b. Our employees, agents and/or professional advisors - to obtain advice from professional advisers
 - c. Third party service providers who provide services to us which require the processing of personal data - to help third party service providers in receipt of any shared data to perform functions on our behalf to help ensure the website runs smoothly

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- d. Third party payment providers who process payments made over the Website - to enable third party payment providers to process user payments and refunds
- e. Relevant authorities - to facilitate the detection of crime or the collection of taxes or duties in each case, in accordance with this privacy policy.

Keeping Data secure

15. We will use technical and organisational measures to safeguard your Data, for example:
 - a. Access to your account is controlled by a password and a username that is unique to you.
 - b. We store your Data on secure servers.
 - c. Payment details are encrypted using SSL technology (typically you will see a lock icon or green address bar (or both) in your browser when we use this technology.
17. We are certified to Cyber Essentials. This family of standards helps us manage your Data and keep it secure.
18. Technical and organisational measures include measures to deal with any suspected data breach. If you suspect any misuse or loss or unauthorised access to your Data, please let us know immediately by contacting us via this e-mail address: hello@2btrained.co.uk.
19. If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

Data retention

20. Unless a longer retention period is required or permitted by law, we will only hold your Data on our systems for the period necessary to fulfil the purposes outlined in this privacy policy or until you request that the Data be deleted.
21. Even if we delete your Data, it may persist on backup or archival media for legal, tax or regulatory purposes.

Your rights

22. You have the following rights in relation to your Data:
 - a. **Right to access** - the right to request (i) copies of the information we hold about you at any time, or (ii) that we modify, update, or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.
 - b. **Right to correct** - the right to have your Data rectified if it is inaccurate or incomplete.
 - c. **Right to erase** - the right to request that we delete or remove your Data from our systems.
 - d. **Right to restrict our use of your Data** - the right to "block" us from using your Data or limit the way in which we can use it.
 - e. **Right to data portability** - the right to request that we move, copy or transfer your Data.
 - f. **Right to object** - the right to object to our use of your Data including where we use it for our legitimate interests.
23. To make enquiries, exercise any of your rights set out above, or withdraw your consent to the processing of your Data (where consent is our legal basis for processing your Data), please contact us via this e-mail address: hello@2btrained.co.uk.

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24. If you are not satisfied with the way a complaint you make in relation to your Data is handled by us, you may be able to refer your complaint to the relevant data protection authority. For the UK, this is the Information Commissioner's Office (ICO). The ICO's contact details can be found on their website at <https://ico.org.uk/>.
25. It is important that the Data we hold about you is accurate and current. Please keep us informed if your Data changes during the period for which we hold it.

Links to other websites

26. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

27. 2B Trained Ltd may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of 2B Trained Ltd. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.
28. We may also disclose Data to a prospective purchaser of our business or any part of it.
29. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Cookies

30. This Website may place and access certain Cookies on your computer. 2B Trained Ltd uses Cookies to improve your experience of using the Website and to improve our range of products and services. 2B Trained Ltd has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and always respected.
31. All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.
32. Before the Website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling 2B Trained Ltd to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.
33. This Website may place the following Cookies:

Type of Cookie	Purpose
Strictly necessary cookies	These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
Analytical/performance cookies	They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

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Type of Cookie	Purpose
Functionality cookies	These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
Targeting cookies	These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

34. You can find a list of Cookies that we use in the Cookies Schedule.
31. You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser.
36. You can choose to delete Cookies at any time however, you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.
33. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.
38. For more information generally on cookies, including how to disable them, please refer to aboutcookies.org. You will also find details on how to delete cookies from your computer.

General

39. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.
40. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.
41. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
42. This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

Changes to this privacy policy

43. 2B Trained Ltd reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations. You may contact 2B Trained Ltd by email at hello@2btrained.co.uk.

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Attribution

44. This privacy policy was created using a document from Rocket Lawyer (<https://www.rocketlawyer.com/gb/en>).

Date of this policy

45. These terms are regularly reviewed and the version number indicated by the date shown at the bottom of this document.

Website Use

Introduction

1. These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and 2B Trained Ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.
2. In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by 2B Trained Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to and accessing the Website in connection with the provision of such services.
3. You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

4. All Content included on the Website, unless uploaded by Users, is the property of 2B Trained Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
5. You may, for your own personal, non-commercial use only, do the following:
 - a. Retrieve, display and view the Content on a computer screen
 - b. Download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)
 - c. Print one copy of the Content
6. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of 2B Trained Ltd.

Prohibited use

7. You may not use the Website for any of the following purposes:
 - a. In any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website
 - b. In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order
 - c. making, transmitting, or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

8. You must ensure that the details provided by you on registration or at any time are correct and complete.

Website Use

9. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
10. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
11. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

Password and security

12. When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
13. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

Links to other websites

14. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of 2B Trained Ltd or that of our affiliates.
15. We assume no responsibility for the content of such Websites and disclaim liability for all forms of loss or damage arising out of the use of them.
16. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

17. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view this Policy please click <https://2btrained.co.uk/privacy-policy>

Availability of the Website and disclaimers

18. Any online facilities, tools, services or information that 2B Trained Ltd makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. 2B Trained Ltd is under no obligation to update information on the Website.
19. Whilst 2B Trained Ltd uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
20. 2B Trained Ltd accepts no liability for any disruption or non-availability of the Website.
21. 2B Trained Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Website Use

Limitation of liability

22. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
23. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
24. To the maximum extent permitted by law, 2B Trained Ltd accepts no liability for any of the following:
 - a. Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill, or commercial opportunities.
 - b. Loss or corruption of any data, database, or software
 - c. Any special, indirect or consequential loss or damage.

General

25. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
26. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
27. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
28. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
29. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
30. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
31. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

2B Trained Ltd details

32. 2B Trained Ltd is a company incorporated in England and Wales with registered number 13467143 whose registered address is Fareham Innovation Centre, Merlin House, 4 Meteor Way, Lee-on-the-Solent, Hampshire PO13 9FU and it operates the Website www.2btrained.co.uk. The registered VAT number is 385 2860 66. You can contact 2B Trained Ltd by email on hello@2btrained.co.uk.

Website Use

Attribution

33. This website use policy was created using a document from Rocket Lawyer (<https://www.rocketlawyer.co.uk>).

Date of this policy

34. These terms are regularly reviewed and the version number indicated by the date shown at the bottom of this document.

Sale of Goods via Website

Please read all these terms and conditions.

1. As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 0330 174 1267.

Application

2. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are 2B Trained Ltd a company registered in England and Wales under number 13467143 whose registered office is at Fareham Innovation Centre, Merlin House, 4 Meteor Way, Lee-on-the-Solent, Hampshire PO13 9FU with email address hello@2btrained.co.uk and telephone number 0330 174 1267; (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

4. Customer means a **client, buyer** or **purchaser** or the recipient of a good, service, product or an idea, obtained from a seller, vendor or supplier via a financial transaction or an exchange for money.
5. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
6. **Contract** means the legally-binding agreement between you and us for the supply of the Goods;
7. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
8. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
9. **Goods** means the goods advertised on the Website that we supply to you of the number and description as set out in the Order;
10. **Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;
11. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
12. **Website** means our website www.2btrained.co.uk on which the Goods are advertised.

Goods

13. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied

Sale of Goods via Website

14. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
15. All Goods which appear on the Website are subject to availability.
16. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Personal information

17. We retain and use all information strictly under the Privacy Policy.
18. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

19. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
20. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
21. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.
22. Any quotation is valid for a maximum period of 7 days from its date, unless we expressly withdraw it at an earlier time.
23. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
24. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Customer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

Price and Payment

25. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.
26. Prices and charges include VAT at the rate applicable at the time of the Order.
27. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Sale of Goods via Website

Delivery

28. We will deliver the Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.
29. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
 - a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
30. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
31. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.
32. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
33. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
34. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
35. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
36. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

37. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
38. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal, returns and cancellation

39. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

Sale of Goods via Website

40. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:
- goods that are made to your specifications or are clearly personalised;
 - goods which are liable to deteriorate or expire rapidly.
41. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:
- in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

Right to cancel

42. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason.
43. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of goods over time (i.e., subscriptions), the right to cancel will be 14 days after the first delivery.
44. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post or email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.
45. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website www.2btrained.co.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.
46. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation in the cancellation period

47. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

Deduction for Goods supplied

48. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (i.e. handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: e.g. 2BTrained#2021it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement

49. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
- 14 days after the day we receive back from you any Goods supplied, or
 - (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.

Sale of Goods via Website

50. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.
51. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

52. If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at Fareham Innovation Centre, Merlin House, 4 Meteor Way, Lee-on-the-Solent, Hampshire PO13 9FU without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.
53. For the purposes of these Cancellation Rights, these words have the following meanings:
 - a. **distance contract** means a contract concluded between a trader and a Customer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the Customer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
 - b. **sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a Customer and the Customer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Conformity and Guarantee

54. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
55. Upon delivery, the Goods will:
 - a. be of satisfactory quality;
 - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.
56. It is not a failure to conform if the failure has its origin in your materials.
57. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are delivered, and will not reduce your legal rights.
58. We will provide the following after-sales service: The seller will support the customer in providing instructions on how to access training, examinations and download publications including training course material.

Sale of Goods via Website

Successors and our sub-contractors

59. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

60. In the event of any failure by a party because of something beyond its reasonable control:
- the party will advise the other party as soon as reasonably practicable; and
 - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

Privacy

61. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
62. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy (<https://2btrained.co.uk/privacy-policy>).
63. For the purposes of these Terms and Conditions:
- 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - 'GDPR' means the UK General Data Protection Regulation.
 - 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
64. We are a Data Controller of the Personal Data we Process in providing Goods to you.
65. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
- before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - we will only Process Personal Data for the purposes identified;
 - we will respect your rights in relation to your Personal Data; and
 - we will implement technical and organisational measures to ensure your Personal Data is secure.
66. For any enquiries or complaints regarding data privacy, you can e-mail: hello@2btrained.co.uk.

Excluding liability

67. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Customer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession

Sale of Goods via Website

Governing law, jurisdiction and complaints

68. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
69. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
70. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

Attribution

71. These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/gb/en) (<https://www.rocketlawyer.com/gb/en>).

Date of this policy

72. These terms are regularly reviewed and the version number indicated by the date shown at the bottom of this document.

Supply of Services

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by 2B Trained Ltd a company registered in England and Wales under number 13467143 whose registered office is at Fareham Innovation Centre, Merlin House, 4 Meteor Way, Lee-on-the-Solent, Hampshire PO13 9FU (**we** or **our** or **us** or **Service Provider**) to the person buying the services (**you** or **your** or **Customer** or **Supplier**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.
7. Quotation means any services requested by you, any purchase order provided by you, by fax, email or any other written format, any subscription ordered by you, and any pre-agreed service level agreement signed by both us and you.

Services

8. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
9. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
10. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

Your obligations

11. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
12. If you do not comply with clause 10, we can terminate the Services.
13. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Supply of Services

Fees

14. The fees (**Fees**) for the Services are set out in the quotation and are on a time basis.
15. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
16. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, **applicable hourly/daily/monthly rate** in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.
17. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

18. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of **7 days from the date of the quotation**, (unless the quotation has been withdrawn).
19. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

Cancellation fees

20. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

Transfer fees

21. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

22. We will invoice you for payment of the Fees either:
 - a. when we have completed the Services; or
 - b. on the invoice dates set out in the quotation.
23. You must pay the Fees due within **30 days of the date of our invoice** or otherwise in accordance with any credit terms agreed between us.
24. Time for payment shall be of the essence of the Contract.
25. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of **8% per annum** above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

Supply of Services

26. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
27. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
28. Receipts for payment will be issued by us only at your request.
29. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and assignment

30. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
31. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

32. We can terminate the provision of the Services immediately if you:
 - a. commit a material breach of your obligations under these Terms and Conditions; or
 - b. fail to make pay any amount due under the Contract on the due date for payment; or
 - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

33. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

34. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
35. The total amount of our liability is limited for any loss incurred by you in respect of any one event or series of connected events shall not exceed £250.

Supply of Services

36. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- any indirect, special or consequential loss, damage, costs, or expenses or;
 - any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
37. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
38. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Insurance

39. Whilst providing our Services, we shall maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which we may be responsible, including for our respective sub-contractors, agents and employees, in connection with the Services and shall, on request, produce an insurance certificate giving details of cover and the receipt for the current year's premium.

Data Protection

40. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
41. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
42. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
43. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
44. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

Supply of Services

45. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
46. Further information about the Service Provider's approach to data protection are specified in its Privacy Policy, which can be found at www.2btrained.co.uk. For any enquiries or complaints regarding data privacy, you can email: hello@2btrained.co.uk.

Circumstances beyond a party's control

47. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

48. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
49. Notices shall be deemed to have been duly given:
 - a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing, if mailed by airmail.
50. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No waiver

51. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

52. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

53. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Attribution

54. These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/gb/en) (<https://www.rocketlawyer.com/gb/en>).

Supply of Services

Date of this policy

55. These terms are regularly reviewed and the version number indicated by the date shown at the bottom of this document.