

1. Accessibility

- 1.1. Unless otherwise agreed in writing, these general terms and conditions (“Terms”) will apply to any and all offers, quotations, orders, order confirmations, agreements, use of services or software, sale or delivery of products, as marketed and/or supplied (“Products”) by Remit Group Limited (Company Registration Number 06552314) whose registered office is at 4 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX, as well any of its affiliates, trading names or subsidiaries (hereinafter jointly referred to as “Remit”).
- 1.2. In these Terms, “Customer” means any person or entity that applies for or receives any offer, quotation, order or order confirmation from Remit or otherwise actually or potentially enters into any agreement with Remit regarding any Products through direct purchase or sale within the online training platform. In these Terms, “User” means (i) any person or entity that uses any Products of Remit, irrespective of whether or not that person or entity is also a Customer of Remit, and (ii) Customer.
- 1.3. Remit expressly reserves the right to modify the Terms from time to time. In case of a material change, Users of the services will be requested to accept the new Terms on continued use of the services.
- 1.4. By attending the training course provided by Remit, the Customer/User accepts the Terms of this agreement.
- 1.5. A User and/or Customer is not entitled to assign or otherwise transfer any right, obligation or agreement without Remit’s prior written consent. Remit is entitled to assign or otherwise transfer any right, obligation or agreement at its sole discretion.
- 1.6. The English language version is the authentic version of these Terms, and any translation thereof in any other language is for convenience purposes only. In case of a conflict or discrepancy between the English language version and a translation of these Terms, the English language version shall prevail.

2. Use of Products

- 2.1. The User agrees to use any Products and all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images, training materials and learning content) which may be accessed to as part of, or through use of, the Products (such information hereinafter referred to as “Content”) only for purposes that are (a) permitted by these Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

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- 2.2. The Customer agrees that any registration information given to Remit will always be accurate, correct and up to date.
- 2.3. The Customer shall not access (or attempt to access) any of the Products or Content by any means other than through an interface that is provided by Remit.
- 2.4. The Customer shall not engage in any activity that interferes with or disrupts the Products or the Content (or the servers and networks which are connected to the Products or Content).
- 2.5. Unless otherwise agreed in writing with Remit, User or Customer shall not reproduce, duplicate, copy, sell, trade or resell the Products or the Content for any purpose.
- 2.6. The Customer is responsible for (a) maintaining the confidentiality of passwords associated with any account used to access the Products or the Content and (b) all activities that occur under its account(s).
- 2.7. The Customer shall immediately notify Remit if the User becomes aware of any unauthorised use of any of its passwords or accounts.
- 2.8. If the Customer is attending a Remit location as part of the training to be received, it is the Customer's responsibility to organise their own travel and accommodation.
- 2.9. Users agree to adhere to Remit standards of Conduct and Health & Safety at all times, including but not limited to; Personal Protective Equipment (PPE), dress code, behaviour, language, punctuality and decorum. Any breach of the above may result in the removal of the User from the purchased training without a refund. Remit reserves the right to refuse delivery to Users or Customers who do not comply with Remit's standards. Please note that Customers need to provide their own PPE. Joining instructions will set out the required PPE, for example, safety boots, work overalls, safety goggles, etc.

3. Payments

- 3.1. All bookings require a valid Purchase Order number.
- 3.2. Invoices will be raised once a valid Purchase Order number is received. All training must be paid for before delivery of the training commences.
- 3.3. Purchases are transferable either by date or by user, provided a formal written request is received at the required email address no less than 14 calendar days before the commencement of the training date. Requests to transfer or cancel should be sent to technicaltraining@remit.co.uk, including company name, Purchase Order number used, names of those attending and the date of the training. Requests for transfers will be reasonably accommodated; however not guaranteed.

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- 3.4. All prices as quoted will remain subject to any general Remit-wide price increases, and any price increases will apply with immediate effect for any new Customers and/or Users.
- 3.5. Remit reserves the right to suspend performance of any Products or refuse delivery of any Products, contents or courses until full payment has been received.

4. Intellectual Property

- 4.1. Remit and its licensors own all legal rights, title and interest in, and to, the Products and the Content. This right, title and interest include any and all intellectual property rights which subsist in the Products or the Content, irrespective of whether these rights are registered or not and wherever in the world these rights exist ("Intellectual Property Rights").
- 4.2. The User is not entitled to use or exploit any part of the Products, the Content or any of the Intellectual Property Rights other than as expressly provided for in these Terms, or as otherwise agreed in writing with Remit.
- 4.3. The User shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Products or the Content.

5. Confidentiality

- 5.1. Remit agrees not to divulge to any third party and not to use, except for the purpose of rendering the Products, any information of a confidential nature with regard to a User or Customer or any of its end-users, including students.
- 5.2. Remit agrees not to sell User data to any third parties.

6. Governing Law & Jurisdiction

- 6.1. This Agreement shall be governed and construed in all respects under English Law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

7. Sharing Personal Information

- 7.1. "Data Controller" "Data Subject" "Personal Data" "Shared Personal Data" "Subject Access Request" has the meaning assigned to them in the relevant Data Protection legislation.
- 7.2. Remit may require access to certain Personal Data relating to Users and Customers to ensure that all Users are informed of, and able to fully participate in the services and opportunities available.
- 7.3. Employees, partners and associates of Remit may also access Personal Data when representing Remit on various duties they carry out for training delivery, assessment or investigative purposes. This agreement is required to ensure that where Personal Data may be accessed, such access will at all

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times comply with the requirements of the Data Protection Act (DPA) and the General Data Protection Regulations (GDPR).

7.4. The sharing of Personal Data is necessary to support the following agreed purposes of both Parties where applicable:

7.4.1. to support the efficient and effective registration of all Users on Remit's Products and services;

7.4.2. to support the efficient and effective claiming of certificates for all eligible Users;

7.4.3. to support online or on-premises assessments of Users;

7.4.4. to enable effective access to, management and planning of Remit's Products and services and resources by the Customer's authorised personnel;

7.4.5. to support the inclusion of representatives of Remit on Customer visits that may include assessments of, discussions about, or the provision of, data or statistics that could potentially include that of identifiable persons (including other Users);

7.4.6. to support any investigations, or matters pertaining to malpractice or maladministration by either Party;

7.4.7. to comply with any legal obligation;

7.5. As Data Controllers, both Remit and the Customer remain responsible for ensuring that all uses of the Shared Personal Data comply with all applicable Data Protection and Privacy laws and regulations.

7.6. The types of Personal Data that may be shared between Remit and the Customer or User during the Term include but are not limited to: first name; middle name(s); surname; date of birth; personal email address; work email address; home address; employer details; employer address; product code; product name; unit or module details; registration status; data on candidate performance data including progression/assessment details; attainment/gateway /certification details; sensitive personal data/special category data relating to physical and mental health status to facilitate reasonable adjustments under assessment conditions.

7.7. The Customer is responsible for ensuring advance permission from each User to share any or all Personal Data with Remit for accessing the purchased Products or services of Remit.

8. Liabilities

8.1. Where the legislation permits, Remit's liability to the Customer is limited to the price they paid for the Products.