

ONLINE COURSES: TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions, unless otherwise expressly provided, each of the following terms shall have the meaning set opposite it:-

“Courses” - means those electronic training courses, updates and/or refresher courses which are named on the relevant order form and which are to be provided by the Company to the Subscriber upon conclusion of the Contract.

“Company” - means Vinciworks Limited;

“Contract” - means contract made between the Subscriber and the Company upon the acceptance by the Subscriber of the Conditions;

“Conditions” - means the contractual terms and conditions set out in this document and any disclaimer contained in the Courses;

“Content” means the information (not limited to the text and the associated extracts, images, materials, bullet points, print summaries, quick tests, and lists of citations and references) included in the Courses;

“Licensors” – means the law firms whose names and details are available upon request from the Company;

“Subscriber” - means the person, partnership or company who or which has entered into the Contract with the Company;

“User” means any person who accesses the Courses or who views any of the Content available within them directly or indirectly as a result of the Subscriber entering into the Contract whether or not a fee is paid.

2. Licence

The intellectual property rights in the Courses are owned by or licensed to the Company. The Company hereby licenses the Subscriber to use the Courses in its business in order to train its own partners and staff, but only for this purpose. Copies may be made for this purpose provided that they are kept reasonably secure from unauthorised access or use. The licence is personal and the Subscriber may not permit access to the Course by persons who are not its partners or staff, except in connection with loading the Courses onto its IT systems. For the avoidance of doubt (a) the Subscriber may not commercially exploit the Courses, or transfer or assign them (or this licence) to anyone else, without the Company’s prior written consent; and (b) the licensee is the person named as the Subscriber, and the licence does not extend to use by any associated entity. Use by them will require an additional licence to be entered into. In the event that the Subscriber merges or incorporates, the licence shall be unaffected.

3. Subscription Rates

The licence to use the Courses may be renewed by an annual payment which will include the cost of any updates or refresher courses available. Annual payments may be paid up for several years in advance following signature hereof. The annual payments (unless paid in advance) shall be due on each anniversary of this Contract. The annual renewal charge will be charged at those rates set out in the Company’s rate card, which shall be published by the Company and subject to change from time to time. The Company shall provide at least 30 days advance written notice of such changes to the Subscriber, by email to their last notified email address. The Subscriber may, by serving not less than 30 days written notice to the Company, cancel its subscription to the Courses, cancellation to be effective on an anniversary of this Contract and in that case will not be liable for the renewal payment. Failing such notice being given the Subscriber shall become liable for the renewal charge and, upon payment thereof, shall be entitled to continue using the Courses until the next anniversary of the Contract. If the rate for renewal is increased within the period of 30 days before an anniversary and the Subscriber has not otherwise given notice of cancellation, the Subscriber shall have 10 working days to decide whether or not to renew on that anniversary and will, on or before expiry of the 10 working day period, notify the Company in writing if it wishes to cancel its subscription by reason of the price increase. Such cancellation will be deemed effective on the anniversary or on receipt thereof if the period expires after the anniversary in which case the Subscriber shall not be obliged to pay for any use after such anniversary.

4. Termination

The Company may terminate this licence in the event that the Subscriber or any User breaches any of these Conditions in a material manner, subject to the Subscriber having failed to remedy such breach within 14 days of written notice of such breach or if the Subscriber becomes bankrupt or otherwise insolvent, or ceases to trade.

5. Third Party Licenses

The Courses will require the use of various third party software, such as Adobe Acrobat Reader, Macromedia Flash Player and other executable files. In so far as the Subscriber complies with the AML 3.1 Technical Specifications the Company warrants that the recommended third party software is compatible with the Courses. Obtaining the third party software, as recommended by the Company, is the sole responsibility of the Subscriber, as is the risk attaching to their use. The Company will not be liable to the Subscriber (or any User) for any loss or damage arising by reason of, or in connection with, the downloading or use of the third party software (howsoever occurring).

6. Responsibility for Website Content

The Course contains hypertext links to third party websites. The Company believes that these websites are relevant as at the time of publication, but accepts no responsibility for the content of any such website. All links are provided “as is” with no warranty or other form of assurance whatsoever (express or implied) that the information contained on them is complete, accurate, up to date or otherwise usable.

7. Liability

The Courses and their content are intended to be of assistance to qualified practising lawyers to enable them to begin considering and researching particular issues within the law. Inevitably, within the constraints of the Courses and their length and nature, there will be generalisations and personal comment. The Courses cannot comprehensively cover all imaginable circumstances. There are likely to be exceptions and qualifications to what is contained within the content which, for reasons of space, have not been included or referred to. The material in the Courses is not therefore intended to be, or form a basis for giving, legal advice but merely an aid to training in general principles. Inevitably, the law changes, there may be further case law or regulation and it is the Subscriber’s and the User’s responsibility to consider how and to what extent the law may have changed since the Courses were created or the content first made available within the Courses. The Content is not designed for use by consumers nor persons other than practising lawyers and should not be relied upon without first investigating the relevant primary materials. The Subscriber expressly acknowledges this to the Company and to its Licensors and agrees that the Licensors shall have no liability whatsoever to it in any circumstance (including negligence or gross negligence) and agrees to hold the Licensors fully indemnified against any claim made on them arising in connection with any use of the Courses by the Subscriber and/or any User (including any inability to use the Courses). The Subscriber agrees that its sole remedy in connection with the Courses (howsoever the cause of action arises) shall lie against the Company, regardless of whether the Company is able to satisfy any claim. Neither the use of the Courses by the relevant Licensors in their own businesses, nor any statement by the Company respecting such use, or any indication of satisfaction with the Courses, shall constitute an endorsement by the Licensors of the Courses nor is any warranty given (or other obligation or duty accepted) by any licensor in respect of the suitability, efficacy or completeness of the Courses or otherwise in respect of them.

8. Force Majeure

Where a liability would otherwise exist, neither the Company nor its Licensors nor the Subscriber shall be liable to the extent that the circumstances creating that liability have arisen for reasons outside its or their reasonable control.

9. Cap on liability

The Company’s liability (if any) arising in connection with the Courses shall in no case exceed, in aggregate, its charges to the Subscriber for the Courses. Notwithstanding any other provision of this Contract, but subject always to clause 10 the Company shall not under any circumstances be liable to the Subscriber or any other person for any loss which is a loss of profit, revenue, use, goodwill, reputation, anticipated savings, market or business and/or non-pecuniary in nature (in each case whether direct, indirect, special, consequential, or otherwise), in each case whatsoever and howsoever caused including, without limitation, by breach of contract or negligence.

10. Death or Personal Injury etc

Notwithstanding any other provision of this Contract, nothing in this agreement shall exclude or restrict any person’s liability for fraud or death or personal injury resulting from its own negligence or any other liability which may not by law be excluded or restricted.

11. Assistance

Employees and agents of the Company may from time to time provide assistance to Users or Subscribers but this is within the discretion of the Company who may suspend, terminate or refuse such assistance either in particular cases or generally.

12. Payment

After the stipulated due date interest shall be added to unpaid accounts at the rate of two percent (2%) per month, or the permissible maximum rate, whichever is lower.

13. Information

The Subscriber agrees that the Company may, from time to time, send the Subscriber and the User by e-mail or other means, news and other information and updates regarding the Company or its publications or services. The Subscriber will procure all necessary consents from Users.

14. Conflicting Terms

No conditions or other terms, printed or otherwise appearing elsewhere (including the Company’s website or on or in any Courses, or introduced by the Subscriber) which conflict with these Conditions shall be binding on the Company or take precedence over these Conditions. None of these Conditions may be varied save as expressly agreed in writing by the parties.

15. Jurisdiction

These Conditions and the usage of the Courses by Users and Subscribers shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English court.