

About us

1.1 The E-Trainingplatform has been developed by the Institute of Export & International Trade, to support the development of a robust and sustainable customs intermediaries sector in the UK, EU and globally.

1.2 How to contact us

You can contact us by sending an email to clientservices@export.org.uk or using the Contact Us form at <https://www.export.org.uk/general/?type=contact> or calling us on +44 (0)1733 404400 or writing to us at:

Trade House, Minerva Business Park,

Lynch Wood, Peterborough,

Cambridgeshire,

United Kingdom,

PE2 6FT

2 These terms

2.1 These terms apply to any purchases you make on our website. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.

2.2 For the purposes of these terms, you are a 'consumer' if you are buying from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a 'business customer' if you are buying from our site for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

2.3 Any reference to 'we', 'us' or 'our' in these terms is to the Institute of Export & International Trade E-Trainingplatform, and any reference to 'you', 'your' or 'Customer' is to the person placing an order on our site.

2.4 You must be at least 18 years old to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

2.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

2.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

2.7 Your use of our site is governed by our Website Terms of Use

3 Orders

3.1 After you place your order through our online checkout process, we will send you an acknowledgment email to let you know that we have received your order. This does not mean that your order has been accepted by us. Your order is an offer to buy goods, services or digital content from us on these terms.

3.2 Acceptance of your order by us takes place when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these terms. If you do not receive a confirmation of order email from us, your order has not been accepted and no contract has been formed.

3.3 If we do not accept your order we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

3.4 If we are providing any bespoke or personalised goods or services to you which are based on information you provide to us, you are responsible for ensuring that the information is correct.

4 Availability

4.1 All orders are subject to availability.

4.2 We cannot guarantee that any goods, services or digital content will be available at any given time. We also cannot guarantee that access to services or digital content will be uninterrupted, error free or secure. For example, access to digital content may be temporarily unavailable while we carry out maintenance or for other technical reasons.

4.3 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop supplying certain goods, services or digital content. If this happens and it affects your order, we will notify you by email, cancel your order and:

4.3.1 in respect of any affected services, provide you with a refund of any advance payments made by you for any affected services that have not yet been provided; and

4.3.2 in respect of any affected goods or digital content, provide you with a full refund (including any delivery costs, if applicable).

5 Making changes to your order

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

6 Descriptions

6.1 Descriptions of our goods, services and digital content are set out on our site. Please read the descriptions carefully.

6.2 Any pictures and images provided on the site, including of packaging, are for illustration purposes only. Your goods and their packaging may vary slightly from those pictures or images.

6.3 We cannot guarantee that the colours displayed on your device will match exactly the appearance of your goods. The colours of the goods displayed on our site may vary depending on what device you are using and your settings. All weights, sizes and measurements set out on our site are as accurate as possible but there may be a small tolerance of up to 1%.

7 Technical requirements for digital content

7.1 To download and use the digital content, you need to ensure that your device is technically capable.

7.2 You will need internet access to download the digital content and you are responsible for any charges you may incur in connection with your download.

7.3 We are not liable to you if you are unable to download the digital content due to a poor internet connection, because your device is not technically capable or for any other reason outside of our reasonable control.

10 Providing services

10.1 For services provided over a period of time, any completion dates stated during the order process, or in your order acknowledgment or order confirmation emails, are estimates.

10.2 How our services are to be provided will be specified on our Site, in the order or otherwise agreed by us.

10.3 We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

10.4 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the services as soon as the issue causing the delay has been resolved. If the services are delayed by more than [14 days], we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your order and get a refund of any advance payments made by you for any services that have not yet been provided.

10.5 We are not liable to you for any losses you incur where the services are delayed or cannot be performed because you fail to allow us to perform the services.

10.6 We warrant that (i) we shall provide the services with reasonable skill and care and in compliance with applicable law. The only commitments we make about our services (including the content in the services, the specific functions of the Services, or their reliability, availability, quality, accuracy or ability to meet your needs) are described in this clause 11. Subject to this clause 11, we make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding our services and we disclaim all warranties.

10.7 You hereby agree not to disrupt the provision of services howsoever and agree to behave in a professional and respectful manner when engaging in the services.

10.8 We take all reasonable care to ensure all digital content, , content, information, and services included on or otherwise made available to you through our website, our platform, created and provided through our services or howsoever by us is accurate and reliable at the time of provision. However, due to the nature of the services, such services are provided without any warranty or guarantee as to their reliability, quality, accuracy or ability to meet your needs.

10.9 All Institute of Export & International Trade services included on or otherwise made available to you through our website, the provision of our services or howsoever are provided by us on "as is" basis and "as available" basis, unless otherwise specified in writing. We make no representation or warranties of any kind, express or implied, as to the operation of the services we provide made available to you by us unless specified in writing. You expressly agree that your use of the services is at your sole risk.

10.10 You warrant that the information, materials, data or other items provided by you to us howsoever do not infringe the intellectual property rights of any third party.

10.11 You shall indemnify us and hold us harmless from any claim, cost or liability to the extent arising from your use of the services than in accordance with the terms of this agreement, including reasonable legal fees.

11 Delivery of digital content

11.1 The digital content you purchase can be downloaded by clicking on the download link in your order confirmation email or by logging into your account. Please note that, if you are a consumer, you lose your right to cancel your order once you start to download the digital content. See clause 18 below for more information on your cancellation rights.

11.2 The digital content will be available to download for a three (3) month period specified in your order.

11.3 If you do not own the device you use to download the digital content, you must obtain permission from the owner to download the digital content onto their device.

11.4 There is no limit on how many times you can download the digital content during the time it is made available to you in accordance with your order.

11.5 If you are having trouble downloading the digital content, please email us at [etraininghelpdesk@export.org.uk].

11.6 Instructions on how to use the digital content can be accessed on the learning platform.

11.7 Permission to use the digital content, training and course materials

11.8 When you place your order, you will be asked to read and accept the terms of the end user licence agreement (EULA), which applies to your use of the digital content. Please read the EULA carefully as it sets out important information about what you are permitted to do with the digital content, restrictions on your use of the digital content and our rights if you fail to comply with the EULA.

11.9 Any digital content we provide to you was designed for use in the UK. We cannot guarantee that the digital content is appropriate or will be available for use in locations outside of the UK. If you use the digital content outside of the UK, you are responsible for ensuring that you comply with any applicable laws.

12 Intellectual Property Rights

12.1 Unless otherwise agreed in writing, all intellectual property rights subsisting in the Institute of Export & International Trade E-Trainingplatform and our services shall be owned by us and/or our licensors.

12.2 We hereby grant to you a non-exclusive licence to use the intellectual property rights in the Institute of Export & International Trade E-Trainingplatform and our services to the extent necessary to enable you to make reasonable use of services and only in accordance with these terms.

12.3 If you are a consumer, any goods, services or digital content are provided to you for your domestic and personal use only. You must not use our goods, services or digital content for commercial, business or resale purposes.

12.4 If you are a business customer, any goods, services or digital content are provided to you for your internal business purposes only. You must not use our goods or digital content for resale purposes, and any services you purchase must be for the purposes of your named business only and not for or on behalf of any third party.

12.5 Your use of any digital content is also subject to clause 11 above.

12.6 Except as expressly agreed above, no intellectual property rights of either party are transferred or licensed as a result of these terms and/or the provision of the services.

12.7 You warrant that the Customer information, data or other items provided by you to us and howsoever and their use by us for the purpose of providing the services will not infringe the intellectual property rights of any third party and you shall indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement.

13 Confidentiality

13.1 Both parties shall keep in strict confidence any information which is of a confidential nature and has been disclosed to it by the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning its business or its products which the other party may obtain.

13.2 The receiving party may disclose such information:

13.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out its obligations in relation to contract between the parties; and

13.2.2 as may be required by law, court order or any governmental or regulatory authority.

13.3 Both parties shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition.

13.4 Neither party shall use any such information for any purpose other than to perform its obligations under the contract.

14 Membership

14.1 Details of Membership packages, benefits and prices are set out on our website at: [[Membership – The Institute of Export and International Trade](#)]. Membership packages will vary from time to time.

14.2 Membership fees are the prices set out on our website at the time you submit your order (or if a bespoke package as otherwise agreed in writing) and confirmed in the confirmation of order email.

14.3 Payment for Membership is in advance. There are options available at the time of purchasing to spread the cost of the annual membership fees by paying by Direct Debit either monthly, quarterly or annually. We will take your first payment upon acceptance of your order. The frequency of subsequent payments of the membership fees are set out on our website, in the order and order confirmation email.

14.4 By purchasing student membership you agree to be legally bound by the membership rules which are set out in The Articles Of Association of IOE&IT and any documents referred to in them. A copy The Articles Of Association is available by request at export.org.uk.

14.5 Once you have purchased a membership, you will be provided with the necessary membership user and login details.

15 Marketing and Advertising Services, Newsletter

15.1 Where Customer Materials/content are used in relation to the provision of our services, for instance in relation to the provision of marketing and/or advertising services, you are solely responsible for the use by us or you howsoever of the Customer Materials. You hereby grant a royalty-free, non-transferable, non-exclusive licence to us to use the Customer Materials to the extent necessary to provide the Services to you and for the purpose of future marketing by us of our services.

15.2 You hereby acknowledge that it is entirely your responsibility for checking and ensuring that prior to the publication of any advertising and marketing materials (whether or not based on Customer Materials/Content) created as a result of the services are not (a) inaccurate, (b) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (d) infringing any third party intellectual property rights or other proprietary rights; (e) interfering with the privacy of another; (f) containing false or

misleading statements; (h) giving rise to any liability or violates any applicable law or regulation.

16 Prices

16.1 Prices for our goods, services and digital content are set out on our website. All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate, but exclude delivery charges which shall be set out along with delivery options on our website.

16.2 Prices for our goods, services and digital content may change at any time. Except as set out in clause 16.3 below, such changes will not affect existing orders.

16.3 If there has been an error on the website regarding the pricing of any of our goods, services or digital content and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

17 Payment

17.1 We accept the following credit cards and debit cards: Visa and Mastercard. All credit card and debit card payments need to be authorised by the relevant card issuer.

17.2 Any goods or digital content you buy from us must be paid for in advance. We will take payment from your card before we send you your order confirmation email.

17.3 If we are unable to take payment from your card, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.

18 Consumer cancellation rights

This clause 18 only applies to you if you are a consumer.

18.1 Except in the circumstances listed in clause 18.2, you have the right to change your mind and cancel your order as follows:

18.1.2 in respect of orders for services or digital content, you have 14 days from the date of your order confirmation email to cancel your order.

18.2 You do not have the right to cancel orders for perishable, bespoke or personalised goods. You also lose your right to cancel in the following circumstances:

18.2.1 if you requested for us to start providing the services during the 14-day cancellation period and the services are fully performed during this period; or

18.2.2 once you start to download the digital content.

18.3 We will not provide any services during the 14-day cancellation period unless you request for us to do so by ticking the relevant box when you place your order. We are under no obligation to accept your request.

18.4 To cancel your order, please email us at etraininghelpdesk@export.org.uk or call us on 0044-1733 731654. To help us process your cancellation more quickly, please have your order number ready or include it in the email you send to us.

20 Refunds if you cancel your order

This clause 20 only applies to you if you are a consumer.

20.1 If you exercise your right to cancel under clause 20, we will provide you with a refund as soon as possible.

20.2 If you cancel an order for goods and have already received goods, we will issue the refund no later than 14 days after the day we receive the goods back from you or, if earlier, you provide us with evidence that you have sent the goods back. Otherwise, we will issue the refund no later than 14 days after the day on which you told us that you want to cancel.

20.3 Your refund will be subject to the following deductions:

20.3.3 if services have been provided during the 14-day cancellation period at your request, we will make deductions from any refund due to you for the services we provided up to the time that you told us that you want to cancel.

20.4 We will issue your refund to the same payment method you used when you placed your order.

20.5 If the right to cancel does not apply because of one of the circumstances listed in clause 22.2, you will not be entitled to a refund unless the goods, services or digital content are faulty. See clause 24 below.

20.6 If you require the service to be transferred to another student in the event of the course no longer being required then this will be at the Institute of Export & International Trade discretion.

21 Faulty goods, services or digital content—consumers

This clause 24 only applies to you if you are a consumer.

21.1 Any goods or digital content that we provide to you must be as described, fit for purpose and of satisfactory quality. Any services that we provide to you must be provided with reasonable care and skill.

21.2 We are under a legal duty to supply goods, services and digital content that are in conformity with our contract with you.

21.4 If a service is not carried out with reasonable care and skill, you can ask us to repeat the service or to fix it or get some money back if we cannot fix it.

21.5 If your digital content is faulty, you are entitled to a repair or a replacement. If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to you, you can get some, or all, of your money back.

21.6 If you can show that a fault in the digital content has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation.

21.7 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 18 above. For more detailed information on your rights, go to the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.

21.8 If there is a problem with any goods, services or digital content you have purchased from us, please contact us as soon as reasonably possible.

22 Faulty goods, services or digital content—business customers

This clause 25 only applies to you if you are a business customer.

22.1 We warrant that any services you purchase will:

22.1.1 be performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and

22.2 We warrant that any digital content you purchase will conform in all material respects with its description on the site for a period of 60 days from the date the digital content is first made available for download (Digital Content Warranty Period).

22.2.1 repair or replace or refund any goods that do not comply with clause 25.2;

22.2.2 remedy or re-perform or refund any services that do not comply with clause 25.2; or

22.2.3 correct the errors in, or replace or refund, any digital content that does not comply with clause 25.3.

22.3 If there is a breach of clause 25.1, clause 25.2 or clause 25.3, you must:

22.3.1 notify us by email to clientservices@export.org.uk within the relevant period as follows:

(a) in respect of a breach of clause 25.2, within 7 calendar days from the date that the services are completed; or

(b) in respect of a breach of clause 25.3, within the Digital Content Warranty Period.

22.3.2 provide us with sufficient information as to the nature and extent of the defects, including to enable us to reproduce the errors or investigate the defect;

22.3.3 give us a reasonable opportunity to examine the defective goods or otherwise investigate the defect; and

22.4.1 you no longer have any rights to use the digital content;

22.4.2 you must remove the digital content from any device and delete any copies.

22.5 Except as set out in this clause 25, we give no warranties and make no representations in relation to the, services or digital content, and all warranties and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979 and sections 12–16 of the Supply of Goods and Services Act 1982, and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

23 Events beyond our control

23.1 For the purposes of this clause, Force Majeure means any event or sequence of events beyond a party's reasonable control and that could not have been reasonably anticipated or avoided and which prevents it from, or delays it in, performing its obligations under this Agreement including, but not limited to, (a) an act of God, fire, flood, drought, earthquake, windstorm or other natural disaster; (b) an act of any sovereign including war (or threat of, or preparation for war), armed conflict (or threat of, or preparation for, armed conflict), invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation; (c) acts of terrorism, civil war, civil commotion or riot (or the threat of, or preparation for, acts of terrorism, civil war, civil commotion or riot); (d) civil emergency (whether an emergency be declared or not); (e) fire or explosion (other than, in each case, one caused by breach of contract by, or with the assistance of, the party seeking to rely on it as a force majeure event or by a member of the same group as such party), (f) adverse weather conditions; (g)

nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority; (h) embargo, blockade, imposition of sanctions or breaking off of diplomatic relations or similar actions; (i) radioactive, nuclear, chemical or biological contamination or sonic boom, pressure waves caused by aircraft travelling at sonic or supersonic speeds; (j) law, or governmental order, rule, regulation or direction, judgment, order or decree; (k) epidemic or pandemic; (l) labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott of a third party workforce only; (m) interruption or failure of utility service including to electric power, gas, water, internet or telephone service; (n) loss at sea; (o) collapse of building structures; (p) failure of the transportation of any personnel, equipment, machinery supply or material required by a party for performance of the agreement; (q) failure of plant machinery, machinery, computers or vehicles; (r) non-performance by suppliers or sub-contractors; (s) malicious or negligent damage or other act (other than, in each case, by the party seeking to rely on it as a force majeure event or by a member of the same group as such party); (t) any action taken by a government or public authority, including, but not limited to, a failure to grant a necessary licence or consent or the imposition of an export restriction, import restriction, quota or other restriction or prohibition; (u) accidental damage or other act; (v) cyber-attack, incident or intrusion, but not including, without limitation, an inability to pay, a shortage of raw materials, an increase in the price of raw materials, over-commitment, market circumstances or other circumstances that may make these terms unattractive to a party

23.2 We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control. A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

23.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

23.2.2 uses reasonable endeavours to minimise the effects of that event.

23.3 If, due to Force Majeure, a party:

23.3.1 is or is likely to be unable to perform a material obligation; or

23.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 90 Business Days,

either party may terminate this Agreement on not less than four weeks' written notice.

24 Our liability to consumers

This clause 24 only applies to you if you are a consumer.

24.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

24.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

24.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

25 Our liability to business customers

This clause 25 only applies to you if you are a business customer.

25.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the amount of the payment of the individual course

25.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

25.2.1 consequential, indirect or special losses; or

25.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated); or

(h) harm to reputation or loss of goodwill.

25.3 Nothing in these terms will limit or exclude our liability for:

25.3.1 death or personal injury caused by negligence;

25.3.2 fraud or fraudulent misrepresentation; or

25.3.3 any other losses which cannot be excluded or limited by law.

26 Cap on liability

26.1 Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the provision and use of the goods and or services provided under the terms shall be limited to:

26.1.1 In respect of services: the total fees paid for the services during the 12 months immediately preceding the date on which the claim arose. For incidents occurring in the first 12 months of the contract, an amount equal to the paid and projected fees for that period; and

26.1.2 In respect of goods: the total fees paid for the goods.

27 Your information

Any personal information that you provide to us will be dealt with in line with our Privacy Policy which explains what information we collect and hold about you, and how we collect, store, use and share such information.

28 No third party rights

No one other than us or you have any right to enforce any of these terms.

29 Complaints

29.1 If you are unhappy with us or the goods, services or digital content we have provided to you, please contact us at [etraininghelpdesk@export.org.uk].

30 Governing law and jurisdiction

30.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-

exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

30.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

31 General terms

31.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

31.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

31.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

31.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

31.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.