

BUSINESS TO CONSUMER – ONLINE TERMS AND CONDITIONS BETWEEN A BUSINESS AND CONSUMER FOR THE PROVISION OF SERVICES

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by Nyx Training Solutions of Grantham. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at steve.puckett@nyx-training.co.uk or phone 08002343002.

1. The contract between us

We must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Nyx Training Solutions. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

7. Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

8. Price

The prices payable for services that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

9. Payment terms

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to process your order and/or suspend any further services. This does not affect any other rights we may have.

10. Cancellation rights

10.1 Where you are a consumer as defined in **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun the services within the Cancellation Period in accordance with clause 10.5)

10.2 **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** do not apply if the services you have ordered are of a gambling, banking, credit, insurance, personal pension, investment or payment nature.

10.3 In accordance with **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you cannot cancel your contract if the services you have ordered are passenger transport services, services (other than the supply of water, gas, electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where you have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).

10.4 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement.

10.5 If you require us to begin the services within the Cancellation Period we require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period, or the completion of the services, whichever is the earlier. If you cancel during the Cancellation Period we may charge you for any services provided up until the point when we receive your cancellation notice, and will provide a partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.

11. Cancellation by us

- 11.1 We reserve the right not to process your order if:
 - 11.1.1 We have insufficient staff or resources to deliver the services you have ordered;
 - 11.1.2 We do not provide services to your area; or
 - 11.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error.
- 11.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

12. If there is a problem with the services

- 12.1 If you have any questions or complaints about the services please contact us. You can do so at steve.puckett@nyx-training.co.uk.
- 12.2 We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

13. Liability

- 13.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 13.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 13.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

14. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at (insert postal address) and all notices from us to you will be displayed on our website from time to time.

15. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

16. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

17. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

18. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

19. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

20. Other important terms

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the [European Commission Online Dispute Resolution](#) platform.

PRIVACY STATEMENT

We, Nyx Training Solutions are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1998 ('the Act')

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and collection of personal information

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

If you do not want us to use data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

Cookies

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer.

You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, fax or post. Our phone number is 08002343002, or you can [e-mail us](mailto:steve.puckett@nyx-training.co.uk) on steve.puckett@nyx-training.co.uk

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

Steve Puckett
4 Burns Close
Grantham
NG31 9NJ

(name and address of the data controller)

CANCELLATION FORM

To Nyx Training Solutions, Grantham, steve.puckett@nyx-training.co.uk

I/We* hereby give you notice that I/We* cancel my/our* contract for the sale of the following goods*/for the supply of the following services*:

Ordered on*/Received on*:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only if this form is notified on paper)

Date:

*Delete as appropriate