

# PERSES E-Learning Training Courses

## Terms and Conditions

#### No Liability for Damages

To the maximum extent permitted by applicable law, in no event shall the company or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if the company has been advised of the possibility of such damages. In any case, the company's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the course. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply.

#### **Membership Restrictions**

Each member upon payment of the course fee will be granted a unique user ID and password which is used to gain access to the materials therein. Under NO circumstances whatsoever may any registered user share or distribute their user IDs or passwords to third parties or display the content of the course to other non-registered members for the purpose of training. Under NO circumstances whatsoever shall members distribute the courseware contained within this site. Each course is individually licensed. Any breach of these terms will result in the immediate suspension of the account and additional charges in respect of the additional unauthorised uses of the course.

#### Minimum System and Connectivity Requirements

Members are required to have an installed working version of an operating system Microsoft Windows 7 / Mac OS X 10.8 as a minimum and Adobe Acrobat Reader version 9 or above and appropriate software, as indicated for the course. A modern and up-to-date web browser is required, you can check your browser version by visiting:

https://www.whatismybrowser.com JavaScript must be enabled. The web pages are not guaranteed to display in any other format. Adobe Flash software version 10 and above is recommended for members to complete certain courses. If Adobe Flash Player is required, it will be indicated as such in the course description. A graphics card is recommended but not essential. Audio reproduction via speakers or headset is required. For standard quality minimum connected speed to the user device a minimum of 3 Mb/sec is required for high-quality minimum connected speed to the user device 5 Mb/sec is required and up-to-date, video drivers are required. Minimum memory of 1GB must be available.

### Security

We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure, we have put in place suitable physical and electronic procedures to safeguard and secure the information we collect online. We do not store credit card details, nor do we share customer details with any 3rd parties.

#### **Controlling Your Personal Information**

You may choose to restrict the collection or use of your personal information in the following ways: Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at <u>hello@perses.org.uk</u>. We will not sell, distribute or lease your personal information to third parties. You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on, please email <u>hello@perses.org.uk</u>. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

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#### **PERSES E-learning Delivery Policy**

When you have purchased your product via the payment link to PayPal you will receive to the email address you used with PayPal to complete your purchase, within not more than 24 hours, an email containing a link to an administration page together with login details and instructions to enable you to use and administer the content you have purchased.

If you paid using PayPal "eCheck", please note that the delivery is not instant. This process takes 3-8 business days to clear with PayPal. Once the payment is cleared, an email is automatically sent to your PayPal-connected email address with your access instructions.

The e-learning content is made available immediately after payment has been authorised, verified, and cleared to the PERSES Ltd. bank account. PERSES will make reasonable efforts to complete the anti-fraud verification process as quickly as possible, however, actual verification depends upon billing information provided to PayPal and may take up to several days for verification. E-learning content is delivered to you by providing access to web pages containing the e-learning video and other content and functionality only.

#### E-learning Refund & Cancellation Policy

If technical problems prevent you from accessing the content, you have purchased our support team will try to help you resolve the problem. You are required to have a functioning internet connection and equipment to enable you to view video files delivered over the internet. Providing you have the required connection and equipment, and we are unable to resolve the problem with you, you will receive a full refund for all unused content purchased. Used content is that for which a course certificate has been issued.

#### **Refund Policy**

The PERSES refund policy complies with the EU Distance Selling Directive (2000) and is part of UK law under the Consumer Protection Regulations (2000) that relate to distance selling. The law came into force in the year 2000 and applies to all UK-based transactions where the consumer doesn't meet the vendor. These regulations do not govern contracts between businesses.

#### **Consumer Rights**

In accordance with the above law, you have a 7-day cooling off period during which you have the right to cancel your purchase and receive a refund. You don't need to give a reason to cancel your purchase. If you do decide to cancel, we will refund your payment within 30 days of your cancellation.

#### **Refund Conditions**

Access to the PERSES e-learning website is governed by a unique username and password. The username and password are part of a system which protects the security of the resource and enables PERSES to monitor usage by any individual.

No refund will be granted if PERSES has reason to believe that an individual has viewed any of the information that they purchased.

Removing an unused course licence from a candidate or business account can be done within 14 days of adding the licence, providing the account has not been accessed by the candidate or business. Beyond 14 days the system will restrict this activity.

PERSES reserves the right to charge a handling fee (15% of the original fee).

#### How to Cancel Within 7 Days of Purchase

Should you wish to cancel your purchase within the 7-day cooling-off period, please email us at hello@perses.org.uk.

#### **Refunds Following Cancellation**

If you do cancel your purchase within the 7-day cooling-off period, then we will refund your payment. If you paid by credit or with a debit card from our website, your refund will be made directly to your credit or debit card within 30 days of your cancellation.

Company Registration No SC530746