

## **The Institute of the Motor Industry**

### **Terms and Conditions for supply of Continuing Professional Development Training and Assessments**

#### **1. These terms**

1.1 What these terms cover. These are the terms and conditions on which we supply continuing professional development (CPD) training and assessment products to you, whether these are services or digital content (or a combination). These terms cover:

- CPD training delivered by live presentation of the training (Live Training). This may be by physical delivery at an agreed venue or delivery in a similar manner except over videoconferencing facilities. Such training may be delivered by one of our third-party providers (a CPD Partner) acting as our agent. This constitutes a service that we provide to you.
- CPD assessments delivered by an assessor (Live Assessment) in relation to a CPD training course that we have supplied or agreed to supply to you. This may be by physical assessment at an agreed venue or assessment in a similar manner except over videoconferencing facilities. Such assessment may be carried out by a CPD Partner acting as our agent. This constitutes a service that we provide to you.
- CPD training delivered online (Online Training), i.e. over an Internet connection and not by live presentation. This constitutes a service and digital content that we provide to you.
- CPD assessments delivered online (Online Assessment), i.e. over an Internet connection and not involving an assessor. This constitutes a service and digital content that we provide to you.

We use the term Training to refer collectively to Live Training and Online Training, the term Assessments to refer collectively to Live Assessments and Online Assessments, and the term Products to refer collectively to Training and Assessments and the services and digital content comprised in Training and Assessments. We use the term Learners to refer to individuals attending or undertaking Training or Assessments. To avoid doubt, we do not provide any goods as part of the Products, and these terms do not cover supply of any goods.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please [contact us](#) to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you (the organisation or person buying Products from us) are a business or consumer. You are a consumer if:

- you are an individual; and
- you are buying Products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Otherwise, you are a business. Provisions specific to consumers only are in GREEN and those specific to businesses only are in BLUE.

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### **2. Information about us and how to contact us**

2.1 Who we are. We are The Institute of the Motor Industry, a company limited by guarantee registered in England and Wales. Our company registration number is 00225180 and our registered office is at Fanshaws, Brickendon, Hertford, SG13 8PQ. Our registered VAT number is 916 5498 92.

2.2 How to contact us. You can contact us by telephoning our customer service team at +44 (0)1992 519 025 or by writing to us by email at [hello@theimi.org.uk](mailto:hello@theimi.org.uk) or post at The Institute of the Motor Industry, Fanshaws, Brickendon, Hertford, SG13 8PQ.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 Writing includes emails. When we use the words writing or written in these terms, this includes emails.

### **3. Our contract with you**

3.1 How we will accept your order. Our acceptance of your order will take place when we contact you to accept it, at which point a contract will come into existence between you and us. We may do this by email or telephone, for example.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Product. This might be because we have identified an error in the price or description of the Product or because we are unable to provide the Product at the time or place you require it, for example.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### **4. Our Products**

4.1 Products may vary from their descriptions. Any descriptive matter or advertising that we issue, and any descriptions contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Products. They shall not form part of any contract between you and us based on these terms.

4.2 Suitability of Products for Learners. You are responsible for ensuring that all Learners on behalf of whom you purchase any Training or Assessment have a suitable level of skill and competence to participate in and benefit from the Training or Assessment. You acknowledge that we do not have the necessary information to make any such judgement, and agree that we shall have no responsibility for any error in such judgement.

### **5. Your rights to make changes**

If you wish to make a change to the Product you have ordered, including for example to the date or time of supply, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply, any administration fee that you must pay, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

### **6. Our rights to make changes**

6.1 Changes to the Products. We may change the Products:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement adjustments and improvements, for example to address safety issues or requirements.

These changes will not materially affect the nature or quality of the Training or Assessment.

6.2 We will inform you of material changes. If we make or decide to make any material changes to Products that you have ordered, we will inform you in writing.

### **7. Information you must provide**

7.1 Details of Learners. When ordering any Training or Assessments, or otherwise when requested or required by us, you must provide us with the contact details of all Learners who will attend or undertake that Training or Assessment.

7.2 Attendance information. You are responsible for ensuring that all Learners due to attend or undertake any Live Training or Live Assessment shall do so, and you must promptly inform us, in writing, of:

- (a) any additional Learners who will attend or undertake any Live Training or Live Assessment;
- (b) any Learners due to attend or undertake any Live Training or Live Assessment but who will not do so, for example due to illness;
- (c) any circumstances which may adversely affect a Learner's performance (such as illness).

### **8. Providing the Products**

8.1 When we will provide the Products

(a) If the Products are Live Training or Live Assessments. If the Products are Live Training or Live Assessments, we will either agree with you during the ordering process the date and time of delivery (and, where applicable, the place or venue of delivery) or will agree that with you in writing afterwards.

(b) If the Products are Online Training or Online Assessments. If the Products are Online Training or Online Assessments, we will make them available to you as soon as we have accepted your order.

8.2 Some Products will expire. Some Online Training and Online Assessments will expire and cease to be available upon expiry. For example, some such Products will only be made available to you for three months from the time we have accepted your order, and Products relating to MOT testing will normally expire on 31 March. You will be informed of any such expiry during the process of placing your order or otherwise prior to making your purchase of the applicable Product. You must use any such Product before it expires.

8.3 Who is responsible for any venue at which Live Training or Live Assessments will be delivered

(a) Where Live Training or Live Assessments are to be delivered at your premises or another location specified by you, you are responsible for ensuring that the premises or location have the necessary facilities that we specify in order to ensure that the Products can be provided. You are also responsible for ensuring health and safety at the premises or location.

(b) Where Live Training or Live Assessments are to be delivered at a premises or location specified by us, we are responsible for ensuring that the premises or location have the necessary facilities in order to ensure that the Products can be provided. We are also responsible for ensuring health and safety at the premises or location. However, you are responsible for ensuring that individuals attending comply with health and safety requirements at the premises or location, of which they are informed.

8.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Products to you, for example, information about Learners and their attendance etc (see clause 7) and information about Learners such as full name, date of birth, home address, e-mail, telephone number, job title and employer name. If so, this will have been stated in the description of the Products on our website. Insofar as you do not provide this information when ordering Products, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.5 Reasons we may suspend the supply of Products to you. We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product (see clause 6);

8.6 Reasons we may cancel supply of Live Training or Live Assessments. If when booking Live Training or Live Assessments you commit to a number (or minimum number) of Learners attending and it becomes apparent to us that fewer than such number will attend, we may cancel that Live Training or Live Assessment. We will inform you in writing of any cancellation and will endeavour to agree an alternative date and arrangements with you for provision of the applicable Product. If we are unable to agree such date and arrangements, we will refund to you any amounts you have already paid for that Product.

8.7 Your rights if we suspend the supply of a Product. We will contact you in advance to tell you we will be suspending supply of any Product unless the problem is urgent or an emergency. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days, and we will refund any sums you have paid in advance for the Product.

8.8 We may also suspend supply of the Products if you do not pay. If you do not pay us for the Products when you are supposed to (see clause 15.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend the Products where you dispute the unpaid invoice (see clause 15.8). We will not charge you for the Products during the period for which they are suspended. As well as suspending the Products we can also charge you interest on your overdue payments (see clause 15.7).

8.9 We are not responsible for delays outside our control. If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but not received.

## **9. Your rights to end the contract**

9.1 You can end your contract with us. Your rights when you end the contract will depend on what Product you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Product re-performed or replaced or to get some or all of your money back). See clause 13 if you are a consumer and clause 14 if you are a business.

(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2.

(c) If you are a consumer and have just changed your mind about the Product, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

(d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 9.6.

9.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to a Product which you do not agree to (see clause 6.2);

(b) we have told you about an error in the price or description of a Product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the Products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

(e) you have a legal right to end the contract because of something we have done wrong.

9.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most Products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these

terms.

9.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) services (such as Live Training or Live Assessments) once these have been completed, even if the cancellation period is still running;
- (b) digital Products (such as Online Training or Online Assessments) after you have started to download or stream these.

9.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

(a) Have you bought services (for example, Live Training or Live Assessments)? If so, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) Have you bought digital content for download or streaming (for example, Online Training or Online Assessments)? If so, you have 14 days after the day we contact you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has (and is exercising) a right to change their mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. For these purposes, a contract for services is completed when we have finished providing the services, and a contract for digital content is completed when the Product is downloaded or streamed. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has (and is exercising) a right to change their mind, just [contact us](#) to let us know. The contract will end immediately and we will refund any sums paid by you for Products not provided, subject as follows:

(a) In respect of Live Training or Live Assessments:

(i) If you inform us that you wish to cancel any Live Training or Live Assessment at least 20 working days before commencement of that Training or Assessment, you must pay us (or we may deduct from any refund to you) 25% of the full amount of our charges that would have been payable for that Training or Assessment. For this purpose, and when used elsewhere in these terms, a working day is any day other than a Saturday or Sunday that is not a public holiday in England.

(ii) If you inform us as above at least 16 but less than 20 working days before such commencement, you must pay us (or we may deduct from any refund to you) 50% of such full amount.

(iii) If you inform us fewer than 16 working days before such commencement, you must pay us (or we may deduct from any refund to you) 100% of such full amount.

(iv) In the case that our charges for Live Training or Live Assessment are based on the number of Learners booked to attend, the above scale of cancellation charges shall also apply in respect of any Learner due to attend any Live Training or Live Assessment but whose attendance is cancelled. Therefore, for example, if a Learner without prior notice fails to attend such Training or Assessment, 100% of the amount payable in respect of such Learner shall remain payable.

(v) In addition to the amounts remaining payable (or to be deducted from any refund to you) as above, we may charge you for (or deduct from any refund) any expenses that we have incurred or are committed to associated with the applicable Live Training or Live Assessment, that we cannot lawfully cancel. These may include, for example, expenses associated with travel, accommodation or a venue for delivery of the Live Training or Live Assessments.

(b) In respect of Online Training or Online Assessments:

(i) If a Learner accesses the Online Training or Online Assessment by logging onto the system they will be regarded as having started that Training or Assessment and 100% of the amount payable in respect of such Training or Assessment will remain payable.

(ii) If a Learner has not started the Online Training or Online Assessment (as above) but the Training or Assessment is no longer required for that Learner, 100% of the amount payable in respect of such Training or Assessment will remain payable. However, in this case, and if you request it, we may in our discretion agree to reduce or waive such payment or to make a whole or partial refund (as applicable). You can make such request by contacting us in accordance with clause 10.1.

## **10. How to end the contract with us (including if you are a consumer who has changed their mind)**

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Call customer services on +44 (0)1992 519 025 or write to us by email at [hello@theimi.org.uk](mailto:hello@theimi.org.uk).

Please provide your name, address, details of the order and, where available, your phone number and email address.

(b) Online. Complete the form [Contact us](#) | Institute of The Motor Industry ([theimi.org.uk](http://theimi.org.uk)) on our website.

(c) By post. Print off the form [Contact us](#) | Institute of The Motor Industry ([theimi.org.uk](http://theimi.org.uk)) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

10.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the Products by the method you used for payment. However, we may make deductions from the price, as described below.

10.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If

you are a consumer exercising your right to change your mind and the Product is a service, we may deduct from any refund an amount for any part of such service that has been supplied.

10.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 11. Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract for a Product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example, information you are required to provide under clause 7;
- (c) you do not, within a reasonable time, do what is necessary to enable us to deliver the Products to you, for example, making available an appropriate venue for delivery of Live Training (where you have agreed to do so); or
- (d) you do not, when reasonably required, allow us access to your premises to supply the services.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you an amount (or amounts) calculated in accordance with clause 9.6. For the purpose of calculating such amount (or amounts), you will be deemed to have informed us, on the day we end the contract by writing to you as mentioned in clause 11.1, that you want to end the contract.

11.3 We may withdraw a Product. We may write to you to let you know that we are going to stop providing a Product. We will let you know at least three months in advance of our stopping the supply of a Product that you have ordered and will refund any sums you have paid in advance for such Products which will not be provided.

## 12. If there is a problem with a Product

How to tell us about problems. If you have any questions or complaints about a Product, please [contact us](#). You can telephone our customer service team at +44 (0)1992 519 025 or write to us by email at [hello@theimi.org.uk](mailto:hello@theimi.org.uk) or post at The Institute of the Motor Industry, Fanshaws, Brickendon, Hertford, SG13 8PQ.

## 13. Your rights in respect of defective Products if you are a consumer

If you are a consumer we are under a legal duty to supply Products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Products. Nothing in these terms will affect your legal rights. Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your Product is services, for example Live Training or Live Assessment, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 9.2.

If your Product is digital content, for example Online Training or Online Assessment, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

a) If your digital content is faulty, you're entitled to a repair or a replacement.

b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause 9.2.

## 14. Your rights in respect of defective Products if you are a business

14.1 If you are a business customer we warrant that:

(a) Products that are services will be delivered with reasonable care and skill and will conform in all material respects with their description; and

(b) Products that are digital content will conform in all material respects with their description.

14.2 If:

(a) you give us notice in writing within a reasonable time of discovery that a Product does not comply with the warranty set out in clause 14.1; and

(b) you provide such further information as we may reasonably require, we shall refund the price of the defective Product.

14.3 Except as provided in this clause 14, we shall have no liability to you in respect of a Product's failure to comply

with the warranty set out in clause 14.1.

## **15. Price and payment**

15.1 Where to find the price for the Product. The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 15.4 for what happens if we discover an error in the price of the Product you order.

15.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

15.3 What is not included in the price. The price for any Training or Assessment does not include:

- (a) the cost of any venue required for the Training or Assessment. You must bear this cost, including in the case that we provide the venue;
- (b) costs incurred in relation to travel associated with the Training or Assessment. You must bear this cost, including for travel by any CPD Partner or other person we provide to deliver the Training or Assessment; or
- (c) the cost of the sourcing and booking of accommodation associated with the Training or Assessment. You must bear this cost, including for accommodation reasonably required by any CPD Partner or other person we provide to deliver the Training or Assessment.

15.4 What happens if we got the price wrong. It is always possible that, despite our efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

15.5 When you must pay and how you must pay. We accept payment by most credit or debit cards or by bank transfer (we will provide our bank account details to you for this purpose). When you must pay depends on what Product you are buying. We will inform you about when you must pay for the Products either during the ordering process or at a later date, but in any case in writing. However, we will normally require you to pay for any Training or Assessment at the time of booking or in any case in advance of delivery.

15.6 No right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). In the case that a deduction or withholding of tax is required by law you shall pay to us such additional amount as we may notify you so that, after the deduction or withholding has been made, we still receive the full amount due to us.

15.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.8 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

16. Our responsibility for loss or damage suffered by you if you are a consumer

16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products as summarised at clause 13; and for defective products under the Consumer Protection Act 1987

16.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

16.4 When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16.5 We are not liable for business losses. If you are a consumer we only supply the Products for to you for domestic and private use. If you use the Products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

## **17. Our responsibility for loss or damage suffered by you if you are a business**

17.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 Except to the extent expressly stated in clause 14.1 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

17.3 Subject to clause 17.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the Products from which the liability arose.

## **18. How we may use your personal information and that of Learners**

We will only use your personal information, and that of Learners, as set out in our [Privacy Policy](#) | Institute of The Motor Industry (theimi.org.uk).

## **19. Intellectual property**

19.1 Ownership of intellectual property in the Products. Any copyright, database right, trademarks and other intellectual property rights in or associated with the Products, including additions or modifications to the Products that arise at any time, belong to us or the applicable CPD Partner, as the case may be.

19.2 Reservation of rights. All rights in the Products are reserved to us or the applicable CPD Partner. You may only reproduce and use materials comprised in the Products for the purposes of the Training or Assessment that you have purchased from us, and to the extent reasonably required for those purposes. This includes the right to permit individual Learners for whom you have purchased the Training or Assessment (for example, your employees or, if you are a provider of training or educational services, individuals undertaking the relevant course provided by you), to reproduce and use such materials for such purposes. However, you must not do, and you are responsible for ensuring that the Learners do not do, anything else with such materials that would constitute an infringement of any copyright or other rights owned by us or the applicable CPD Partner. In particular, any further reproduction, distribution, publication or other making available of such materials is strictly prohibited.

19.3 Indemnity. You shall indemnify us and any applicable CPD Partner or third-party content provider for all loss, damage, cost and expense arising out of or in connection with any breach by you of clause 19.2, including any breach by any Learner.

## **20. Other important terms**

20.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree in the case of any Online Training or Online Assessment because such Product may be linked to the account of an organisation or individual so that it is not possible to transfer it.

20.3 Nobody else has any rights under this contract. This contract is between you and us. Except that any CPD Partner or applicable third-party content provider may enforce the indemnity in clause 19.3. no other person shall have any rights to enforce any of its terms.

20.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

20.6 Complaints. If you have a complaint arising out of or in connection with these terms or any contract to which they apply, please see the IMI Complaints Process | Institute of The Motor Industry (theimi.org.uk).

20.7 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you

live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

20.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



