

RESICUM LIMITED'S TERMS AND CONDITIONS

FOR THE SUPPLY OF SERVICES

We supply to business customers, which means you are buying our services to use in connection with your trade, business, craft or profession.

OPERATIVE PROVISIONS

1. ABOUT US

- 1.1 **Company details.** Resicum Limited (company number 10739538) (**we, us** and **our**) is a company registered in England and Wales and our registered office is at The Forge Church Road, Little Baddow, Chelmsford, Essex CM3 4BN, which is also our trading address. Resicum Limited trades as “Forge Risk ” and “Renewable Safety” and operates the website www.renewable-safety.com/ (**Site(s)**).
- 1.2 **Contacting us.** To contact us, telephone our customer service team at +44 (0) 1245 2220045 or email us at info@renewable-safety.com How to give us formal notice of any matter under the Contract is set out in clause 14.
- 1.3 **Professional indemnity insurance.** We maintain professional liability insurance. Our compulsory insurer is Hiscox Underwriting Ltd of 1 Great St. Helen's, London EC3A 6HX, and our policy number is PL-PSC10000611290/05.

2. OUR CONTRACT WITH YOU

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to each order by you for the supply of Services by us to you (**Contract**) (including but not limited to, if we enter into the Contract through our Site or by email). These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 **Freedom to contract.** You declare that you have the right, power and authority and have taken all action necessary to enter into this agreement with us.
- 2.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.4 **Language.** These Terms and the Contract are made only in the English language.
- 2.5 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3. **PLACING AN ORDER AND ITS ACCEPTANCE**

- 3.1 **Placing your order.** If placing your order on our Site, please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the Site or if agreed by us in advance, you can submit your order by email. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.
- 3.2 **Correcting input errors.** If ordering on our Site, our order process allows you to check and amend any errors before submitting your order to us.
- 3.3 **Submitting your order.** Please check the order carefully before submitting it. You are responsible for ensuring that your order is complete and accurate.
- 3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. **CANCELLING YOUR ORDER AND OBTAINING A REFUND**

- 4.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 4.2 within 14 days of your receipt of the Order Confirmation (**Cancellation Period**). However, you cannot cancel the Contract once we have started provision of the Services, including (but not limited to) if you have clicked on any link or used any Access Information (as defined in clause 6.3.3) to access the Services.
- 4.2 To cancel the Contract, you must let us know in writing. You can email us at info@renewable-safety.com or by calling our Customer Services team on +44 (0) 1245 2220045 or by post to The Forge Church Road, Little Baddow, Chelmsford, Essex CM3 4BN. If you are emailing us or writing to us, please include details of your order to help us to identify it.
- 4.3 If you send us your cancellation notice by email or by post, then your cancellation must reach us within the Cancellation Period (as defined in clause 4.1).
- 4.4 If you cancel the Contract within the Cancellation Period in accordance with this clause 4, we will refund you in full for the price you paid for the Services, by the method you used for payment. We may deduct from any refund the charges reasonably and actually incurred by us in performing the Services (including but not limited to processing your order) up to the time when you gave notice of cancellation in

accordance with clause 4.2. The amount we deduct will reflect the amount that has been supplied as a proportion of the entirety of the Contract.

5. **OUR SERVICES**

5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our Site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

5.2 **Compliance with specification.** Subject to our right to amend the specification (see clause 5.3), we will supply the Services to you in accordance with:

5.2.1 the specification for the Services appearing on our Site at the date of your order; or

5.2.2 as otherwise agreed in writing by us,

in all material respects.

5.3 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services. We will let you know if this occurs. For the avoidance of doubt, we shall not be responsible for checking your compliance with any statutory or regulatory requirements. If we make amendments to the Services under this clause which you do not agree with, you may cancel the Contract between us. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the Services, up to the date of cancellation.

5.4 **Reasonable care and skill.**

5.4.1 We warrant to you that the Services will be provided using reasonable care and skill.

5.4.2 **Our Services and any deliverables that we supply (Deliverables) are for general information only.** Subject to clause 11.1:

5.4.2.1 while reasonable efforts have been made to ensure the accuracy of our Services and any Deliverables, we do not warrant that they are complete and/or accurate;

5.4.2.2 the contents of the Services and/or Deliverables may not reflect all recent regulatory and legal developments and may not always be relevant or applicable to specific facts and circumstances of individual cases, and cannot be relied upon

to be so. We do not accept responsibility for loss suffered as a result of reliance by you or any Relevant Individual (as defined in clause 6.3.3) upon the accuracy of the information contained in the Services and/or Deliverables;

5.4.2.3 we do not warrant that your use of the Services and/or Deliverables will be uninterrupted or error free, or that the Services, any Deliverables and/or the information obtained by you or any Relevant Individual through the Services will meet your requirements;

5.4.2.4 we are not liable for the way you or any Relevant Individual uses the Services and/or Deliverables, or any results and/or conclusions drawn as a result of such use;

5.4.2.5 we do not represent or warrant that the Services apply to any given or specific situation or constitute a substitute for taking independent advice from an appropriately qualified person. Professional advice should be obtained before relying on the Services and/or Deliverables, including (but not limited to) in relation to:

- (a) taking or refraining from taking any action in relation to the contents of the Services and/or Deliverables; and
- (b) the relevance or applicability of the information contained in the Services and/or Deliverables;

5.4.2.6 we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and any Deliverables may be subject to limitations, delays and other problems inherent in the use of such communication facilities;

5.4.2.7 our Deliverables are intended to support supply of the Services only; and

5.4.2.8 the contents of the Services and Deliverables do not constitute advice, are not exhaustive and are not intended to indicate any specific course of action.

5.4.3 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such

dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

6. **YOUR OBLIGATIONS**

6.1 It is your responsibility to ensure that:

- 6.1.1 the terms of your order are complete and accurate;
- 6.1.2 you have selected the right Services for your purposes;
- 6.1.3 you cooperate with us in all matters relating to the Services;
- 6.1.4 you provide us with such information we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any of your obligations under these terms (**Your Default**):

- 6.2.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 12 (Termination);
- 6.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- 6.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

6.3 **Account.**

6.3.1 You shall:

- 6.3.1.1 if clause 7.2.1 applies, procure that the number of Relevant Individuals (as defined in clause 6.3.3) that you have purchased the Services for is not exceeded; or
- 6.3.1.2 if clause 7.2.2 applies, procure that only the Relevant Individuals (as defined in clause 6.3.3) that you require to

receive the Services use the Access Information (as defined in clause 6.3.3),

the **Access Limit**.

- 6.3.2 We reserve the right to charge you additional Charges (as defined in clause 7) to compensate us for any use of the Services in excess of the Access Limit (**Additional Charges**). Any additional Charges under this clause 6.3.2 shall be calculated in accordance with clause 7.3 and shall be payable immediately by you on presentation of our invoice.
- 6.3.3 If you (including but not limited to your employees, workers, agents, contractors and sub-contractors (**Relevant Individuals**)) choose, or are provided with, a user identification code, link, password or any other piece of information to access the Services (**Access Information**), you must, and must procure the Relevant Individuals must, treat the Access Information as confidential. You must not disclose the Access Information to any third party and must procure the Relevant Individuals do the same.
- 6.3.4 We have the right to disable any Access Information, whether chosen by you, the Relevant Individual or allocated by us:
- 6.3.4.1 at any time, if we believe the Access Limit has been exceeded under clause 6.3.1 and/or you fail to pay any of our invoices (including but not limited to in accordance with clause 7.2.2, for any Additional Charges (as set out in clause 6.3.2), or Modified Charges in (as set out in clause 7.4));
 - 6.3.4.2 at any time, if in our reasonable opinion you (including any Relevant Individual) has failed to comply with clause 6.3.3;
 - 6.3.4.3 if we are suspending supply of the Services under clauses 6.2.1 or 12.1;
 - 6.3.4.4 after the Services have been provided (i.e. any relevant courses ordered by you have been accessed and/or any relevant assessments taken); and/or
 - 6.3.4.5 after 3 months from the date of the Order Confirmation (**Access Period**).
- 6.3.5 If you or any Relevant Individual knows or suspect that anyone other than you or the Relevant Individual (as applicable) knows the relevant Access Information, you must promptly notify us or procure that the Relevant Individual notifies us via info@renewable-safety.com.

7. CHARGES

7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.

7.2 Payment type.

7.2.1 Unless clause 7.2.2 applies, you shall pay our Charges for the Services when you submit your order on our Site; or

7.2.2 If we have agreed with you in advance and in writing, you shall pay each time each Service (i.e. course) is accessed using the Access Information provided to you and/or any Relevant Individual. For the avoidance of doubt, if the same Relevant Individual accesses the same course multiple times, the charge for such course shall not increase, unless clause 6.3.2 applies. Unless otherwise agreed in writing by us, at the end of each calendar month, subject to clause 7.4, we shall raise an invoice for the total number of courses that have been accessed using the relevant Access Information, and such invoice shall be payable within 14 days of the date of such invoice.

7.3 The Charges are the prices quoted on our Site at the time you submit your order.

7.4 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly (**Modified Charges**). Where relevant, any Modified Charges will be payable before supply of the modified Services commences unless clause 7.2.2 applies, in which case any Modified Charges will be payable in addition to any amount invoiced under clause 7.2.2.

7.5 We take all reasonable care to ensure that the prices stated for the Services are correct. However, please see clause 7.8 for what happens if we discover an error in the price of the Services you ordered.

7.6 Our Charges may change from time to time, but changes will not affect any order you have already placed.

7.7 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

7.8 It is always possible that, despite our reasonable efforts, some of the Services may be incorrectly priced on our Site or in any email correspondence sent to you. Where the correct price for the Services is less than the price stated on our Site or in our email, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our Site, we will contact you as soon as possible to

inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable, and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

8. HOW TO PAY

- 8.1 Unless clause 7.2.2 applies, payment for the Services is in advance. We will take your payment upon acceptance of your order. If clause 7.2.2 applies, payment shall be taken in accordance with that clause.
- 8.2 You can pay for the Services using a debit card or credit card. We accept the following cards: Visa, Mastercard and American Express. If clause 7.2.2 applies, you shall pay for the Services in full and in cleared funds to the bank account nominated in writing by us.
- 8.3 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 12 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.4 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.
- 9.2 We agree to grant you and each Relevant Individual a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables (as defined in clause 5.4.2) specified in your order (excluding materials provided by you) for the purpose of receiving and using the Services only. You (including the Relevant Individuals) may not sub-license, assign or otherwise transfer the rights granted in this clause 9.2.
- 9.3 You agree to grant or procure the grant to us of a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials

provided by you and/or any Relevant Individual to us for the term of the Contract for the purpose of providing the Services to you.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 We will use any personal information you provide to us to:

10.1.1 provide the Services;

10.1.2 process your payment for the Services; and

10.1.3 inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

10.2 We will process your personal information in accordance with our [Privacy Policy](#), the terms of which are incorporated into this Contract.

11. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

11.1.1 death or personal injury caused by negligence;

11.1.2 fraud or fraudulent misrepresentation; and

11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.2 Subject to clause 11.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

11.2.1 loss of profits;

11.2.2 loss of sales or business;

11.2.3 loss of agreements or contracts;

11.2.4 loss of anticipated savings;

11.2.5 loss of use or corruption of software, data or information;

11.2.6 loss of or damage to goodwill; and

11.2.7 any indirect or consequential loss.

- 11.3 Subject to clause 11.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the greater of (a) £1,000 or (b) 100% of the total Charges (as amended by any Modified Charges (see clause 7.4) and/or Additional Charges (see clause 6.3.2) paid under the Contract.
- 11.4 We have given commitments as to compliance of the Services with the relevant specification in clause 5.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.5 Subject to clause 11.1, unless you notify us that you intend to make a claim in connection with this Contract in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred, and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.6 Nothing in these Terms limits or affects the exclusions and limitations set out in our Site Terms and Conditions of Use.
- 11.7 This clause 11 will survive termination of the Contract.

12. **TERMINATION, CONSEQUENCES OF TERMINATION AND SURVIVAL**

- 12.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
- 12.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
 - 12.1.2 you fail to pay any amount due under the Contract on the due date for payment;
 - 12.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 12.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- 12.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

12.2 **Consequences of termination**

- 12.2.1 On termination of the Contract you must return any Deliverables (as defined in clause 5.4.2) specified in your order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.
- 12.2.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

- 12.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

13. **EVENTS OUTSIDE OUR CONTROL**

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 13.2 For the avoidance of doubt, an Event Outside Our Control shall include, but not be limited to, the Covid-19 pandemic, and any subsequent wave of that pandemic.
- 13.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
 - 13.3.1 we will contact you as soon as reasonably possible to notify you; and
 - 13.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- 13.4 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred

by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

14. NOTICE

14.1 When we refer to "in writing" in these Terms, this includes email.

14.2 Any notice given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

14.3 You agree that we may send notice to you at the address or email address you provided on your order or if you placed your order by email, the email address you used to place your order, and you must send notice to us at our registered office address, or to the contact email address for us on our Site.

14.4 A notice is deemed to have been received if delivered to the correct address and/or email address (as applicable):

14.4.1 if delivered personally, on signature of a delivery receipt;

14.4.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

14.4.3 if sent by email, at 9.00 am the next working day after transmission.

14.5 Subject to clause 14.3, in proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the correct email address of the addressee.

14.6 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

15. GENERAL

15.1 Assignment and transfer

15.1.1 We may assign or transfer our rights and obligations under the Contract to another entity, but will always notify you in writing or by posting on our Site if this happens.

15.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

- 15.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 15.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 15.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 15.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.