

## BUSINESS CUSTOMERS - CITY LIT TERMS AND CONDITIONS

These terms and conditions (the "**Conditions**"), together with our privacy policy, apply to the Customer's Booking.

Please read these Conditions, together with City Lit's Refund and City Lit Credit Policy which can be found at <https://help.citylit.ac.uk/hc/en-us/articles/115002495285-Course-Changes-and-Cancellations>, before you Book a Course because, by Booking, you agree to be bound by them.

By enrolling your officers or employees on one of City Lit's Courses, you are accepting the terms of City Lit's Learning Agreement which can be found at <https://help.citylit.ac.uk/hc/en-us/articles/360004613913-Learning-Agreement> on behalf of the individuals you are enrolling.

Please note that City Lit revises its terms and conditions from time to time. You will be subject to the terms and conditions in force at the time a Contract is formed between you and City Lit (as set out in condition 2 below).

If you do not accept these terms and conditions, you should not Book a Course with City Lit.

### 1. Definitions and interpretation

1.1 In these Conditions, the following definitions apply:

<b>"Applicable Law"</b>	in England any and all applicable laws, regulations and industry standards or guidance and any applicable and binding judgment of a relevant court of law;
<b>"Booking"</b>	the Customer's enrolment of its nominated officers and/or employees on the Courses either in person, online or over the phone (and " <b>Book</b> " shall be construed accordingly);
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>"City Lit"</b>	The City Literary Institute (registered in England and Wales with company number 02471686) and whose registered office address is at 1-10 Keeley Street, London, WC2B 4BA;
<b>"City Lit's Materials"</b>	all materials and data supplied or made available by City Lit to the Customer;
<b>"City Lit's Personnel"</b>	the personnel engaged by City Lit in the performance of the Contract;
<b>"Commencement Date"</b>	has the meaning given in condition 2.3;
<b>"Confidential Information"</b>	any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, affairs, customers,

	suppliers, employees, affiliates, products and/or methods of City Lit and disclosed to or otherwise obtained by the Customer in connection with the Contract;
<b>"Contract"</b>	the contract between City Lit and the Customer for the enrolment of the Customer's officers and/or employees on the Course(s), which incorporates these Conditions;
<b>"Controller"</b>	has the meaning given in Data Protection Laws;
<b>"Course Description"</b>	the description of the Course(s) as set out in City Lit's course catalogue and/or website;
<b>"Courses"</b>	means the course(s) to be provided by City Lit to the Customer's nominated officers and/or employees under the terms of this Contract;
<b>"Customer"</b>	the company or other legal entity which enrolls its officers and/or employees on the Course(s) provided by City Lit;
<b>"Data Protection Laws"</b>	the Data Protection Act 2018, GDPR, any relevant law implemented as a result of GDPR and E Privacy Law;
<b>"Data Subject"</b>	has the meaning given in Data Protection Laws;
<b>"E Privacy Law"</b>	Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC;
<b>"Force Majeure Event"</b>	has the meaning given in condition 14;
<b>"GDPR"</b>	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
<b>"Intellectual Property Rights"</b>	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection

	which subsist or will subsist now or in the future in any part of the world;
<b>"Personal Data"</b>	has the meaning given in Data Protection Laws;
<b>"Personal Data Breach"</b>	an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Shared Data;
<b>"Price"</b>	the price payable by the Customer in accordance with condition 7 for the enrolment of the Customer's officers and/or employees on the Course(s);
<b>"Processing"</b>	has the meaning given in Data Protection Laws and <b>"Process"</b> and <b>"Processed"</b> have corresponding meanings;
<b>"Processor"</b>	has the meaning given in Data Protection Laws;
<b>"Refund and City Lit Credit Policy"</b>	City Lit's refund and credit policy in force at the time the Contract is formed as set out at <a href="https://help.citylit.ac.uk/hc/en-us/articles/115002495285-Course-Changes-and-Cancellations">https://help.citylit.ac.uk/hc/en-us/articles/115002495285-Course-Changes-and-Cancellations</a> ; and
<b>"Regulator"</b>	an independent public authority which meets the requirements of Articles 51-55 (inclusive) of GDPR, including without limitation the United Kingdom's Information Commissioner's Office (or any equivalent successor body that may be appointed from time to time).

1.2 In these Conditions, the following rules apply:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2 any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3 a reference to **"writing"** or **"written"** includes emails.

## 2. **Basis of contract**

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.2 The Booking constitutes an offer by the Customer to purchase the Course(s) in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Booking are complete and accurate.
- 2.3 The Booking shall only be deemed to be accepted when City Lit confirms in writing that the Customer's nominated officers and/or employees have been enrolled on the Course(s), at which point the Contract shall come into existence ("**Commencement Date**").
- 2.4 If City Lit is unable to accept a Booking, City Lit will inform the Customer of this in writing. This might be because the Course(s) is fully subscribed, because of unexpected limits on City Lit's resources which City Lit could not reasonably plan for, because the Customer's nominated officers and/or employees do not meet City Lit's minimum age (currently 19 years) or entry requirements for the Course(s), because the Customer has failed to pay any instalment plan, or any amounts owed, in respect of a previous Course or because the nominated officers and/or employees have been banned from City Lit's Courses due to abusive, disruptive or inappropriate behaviour.
- 2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document that is inconsistent with these Conditions.

### 3. **The Customer's right to make changes to the Contract**

- 3.1 Once the Contract comes into existence, the Customer shall not cancel or vary the Booking except in accordance with the Refund and City Lit Credit Policy.

### 4. **The Course Description**

- 4.1 The Course Description has been published in good faith and City Lit will do its best to ensure that it is accurate. However, it may occasionally be incorrect, incomplete or out of date due to human error or circumstances beyond City Lit's control. Where information is incorrect due to an error or circumstances beyond City Lit's control, City Lit reserves the right not to accept the Customer's Booking for the affected Course(s), or if the Customer's Booking has already been accepted, not to deliver the affected Course(s). City Lit will notify the Customer if this is the case and will not charge the Customer for the Course(s).

### 5. **Delivering the Courses**

- 5.1 The Course(s) will begin on the date specified in the Customer's Booking. City Lit will inform the Customer of the date on which the Course(s) will be completed.
- 5.2 City Lit may require certain information from the Customer's nominated officers and/or employees so that City Lit can enrol them on a Course, for example, name, address, age, employment status, previous education and/or qualifications, any learning disabilities and health conditions. If the Customer does not give City Lit this information within a reasonable time of City Lit asking for it, or if the Customer gives City Lit incomplete or incorrect information, City Lit may either terminate the Contract (in which case condition 13.2.4 shall apply) or make an additional charge of a reasonable sum

to compensate City Lit for any extra work that is required as a result. City Lit will not be responsible for failing to enrol the Customer's nominated officers and/or employees on a Course if this is caused by the Customer not providing City Lit the information required within a reasonable time of City Lit asking for it.

- 5.3 City Lit shall use reasonable endeavours to run a Course(s) by the date(s) specified in the Booking. Where City Lit for any reason cannot run the Course(s) by such date(s), City Lit shall act in accordance with these Conditions and/or the Refund and City Lit Credit Policy (as applicable).
- 5.4 City Lit warrants that it shall provide the Course(s) with reasonable care and skill. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.5 City Lit reserves the right to change the Course(s) at any time to:
  - 5.5.1 reflect changes in Applicable Law;
  - 5.5.2 reflect changes in any relevant examining body's or funding body's requirements; and
  - 5.5.3 implement minor technical adjustments and improvements.

## 6. Customer obligations

- 6.1 The Customer shall:
  - 6.1.1 co-operate with City Lit in all matters relating to the Courses;
  - 6.1.2 if applicable, provide City Lit and City Lit's Personnel with access to the Customer's premises and other facilities reasonably required by City Lit for the purpose of providing the Courses;
  - 6.1.3 provide such information to City Lit as City Lit may reasonably request for the purpose of providing the Courses and ensure that such information is accurate in all material respects; and
  - 6.1.4 comply with all Applicable Law with respect to its activities under the Contract.
- 6.2 If City Lit's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
  - 6.2.1 City Lit shall without limiting its other rights or remedies have the right to suspend performance of the Courses until the Customer remedies the Customer Default;
  - 6.2.2 City Lit shall not be liable for any losses sustained or incurred by the Customer arising directly or indirectly from City Lit's failure or delay to perform any of its obligations as set out in this condition 6; and

6.2.3 the Customer shall reimburse City Lit on demand for any losses sustained or incurred by City Lit arising directly or indirectly from the Customer Default.

## **7. Price and payment**

7.1 The Price for the Course(s) shall be the price set out on City Lit's website as at the date of the Customer's Booking unless City Lit has agreed another Price in writing with the Customer.

7.2 Despite City Lit's best efforts, the Price for a Course may be incorrectly stated on City Lit's website. City Lit will normally check the Price before accepting the Customer's Booking. Where the correct Price for the Course is less than the Price stated on City Lit's website, City Lit will charge the lower amount. If the correct Price for the Course is higher than the Price stated on City Lit's website, City Lit will contact the Customer for the Customer's instructions before accepting the Booking. If City Lit accept a Booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customer as an error, City Lit may end the Contract and refund the Customer any sums paid.

7.3 Unless City Lit agrees to a payment plan, the Customer must pay for the Course(s):

7.3.1 at the point of Booking; or

7.3.2 where applicable, by the date stated on the invoice.

7.4 The Customer shall indemnify, keep indemnified and hold harmless City Lit in respect of any loss, liability, damage, costs and expenses (including, without limitation, legal costs) suffered or incurred by City Lit in recovering any unpaid and overdue sums.

7.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by Applicable Law). City Lit may at any time, without limiting any other rights or remedies, set off any amount owing to it by the Customer against any amount payable by City Lit to the Customer.

## **8. Intellectual Property Rights**

8.1 Unless otherwise agreed in writing, all Intellectual Property Rights arising in the performance of the Courses (including City Lit's Materials) shall be owned by City Lit.

8.2 The Customer may use City Lit's Materials only for the purpose of receiving the Courses during the term of the Contract. The Customer shall not supply City Lit's Materials to any third party or use the Courses and/or City Lit's Materials to provide a service to any third party.

8.3 All of City Lit's Materials are City Lit's exclusive property.

## **9. Liability**

9.1 Nothing in these Conditions shall limit or exclude City Lit's liability for:

- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - 9.1.2 fraud or fraudulent misrepresentation; or
  - 9.1.3 any matter in respect of which it would be unlawful for City Lit to exclude or restrict liability.
- 9.2 Subject to condition 9.1:
- 9.2.1 City Lit shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for:
    - 9.2.1.1 any indirect, special, consequential or pure economic loss or damage;
    - 9.2.1.2 any loss of profits, anticipated profits, revenue or business opportunities; or
    - 9.2.1.3 damage to goodwill,(in each case arising as a direct or indirect result of the relevant claim); and
  - 9.2.2 City Lit's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price for the Course(s).

## 10. **Confidentiality**

- 10.1 Subject to condition 10.2, the Customer shall:
- 10.1.1 use City Lit's Confidential Information solely for the performance of the Contract; and
  - 10.1.2 keep City Lit's Confidential Information strictly confidential and not, without the City Lit's prior written consent, disclose it to any other person.
- 10.2 The Customer may disclose City Lit's Confidential Information:
- 10.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Customer's rights or carrying out its obligations under or in connection with the Contract and the Customer shall ensure that such persons comply with this condition 10;
  - 10.2.2 as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority; and
  - 10.2.3 if such information is public knowledge or already known to the Customer at the time of disclosure or subsequently becomes public knowledge other than by breach of any duty of confidentiality (contractual or otherwise).

10.3 This condition 10 shall survive termination of the Contract.

**11. Data protection**

11.1 Each party warrants that it shall comply with and only Process Personal Data in the performance of its respective obligations under this Contract in accordance with the applicable Data Protection Law.

11.2 In respect of any Personal Data that is Processed by a party under this Contract and which relates to Personal Data Processed for the purposes of the Course(s), each party is Processing such Personal Data as a Controller in its own right and it is not intended that a party shall act as a Processor in respect of any Personal Data.

11.3 In respect of each party's obligations as a Controller and which relates to a nominated officer and/or employee of the Customer whose Personal Data has been shared between the parties for the purpose of this Contract, or which relates to a party's compliance with the Data Protection Law in respect of Personal Data Processed for the Purposes of this Contract, each party shall provide the other party (as applicable) with:

11.3.1 all reasonable co-operation and assistance required by it (if applicable) in relation to any correspondence or complaint relating to the exercising of the applicable Data Subject's rights, or Regulator correspondence, which shall include, (if applicable):

11.3.1.1 notification within forty-eight (48) hours following receipt of any correspondence or complaint relating to the exercising of the applicable Data Subject's rights or Regulator correspondence; and

11.3.1.2 a copy of such correspondence or complaint relating to the exercising of a Data Subject's rights or Regulator correspondence and reasonable information regarding circumstances giving rise to such correspondence or complaint;

11.3.2 notification within forty-eight (48) hours of becoming aware of a Personal Data Breach.

11.4 The Customer shall be responsible for obtaining any necessary consents before sharing the Personal Data of a nominated officer and/or employee with City Lit.

11.5 The Customer shall indemnify City Lit against all reasonable liabilities, costs, expenses, damages and losses suffered or incurred by City Lit arising out of or in connection with any breach by the Customer of the terms of this clause 11.

**12. Privacy Policy**

12.1 Please see City Lit's Privacy Policy which can be found at <https://help.citylit.ac.uk/hc/en-us/sections/360000992133-Privacy-Policy> for full details on how we will use the Personal Data of the Customer's nominated officers and employees.



### 13. Termination

- 13.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:
- 13.1.1 commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so;
  - 13.1.2 is declared or becomes insolvent, applies for or has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application, the entering into of a board resolution or the giving of any notice) by it or by any other person in respect of any of these circumstances (an "**Insolvency Event**"); or
  - 13.1.3 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 13.2 Without limiting its other rights or remedies, City Lit may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 13.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 5 days after being given written notice to do so;
  - 13.2.2 the Customer becomes subject to an Insolvency Event or City Lit reasonably believes that the Customer is about to become subject to an Insolvency Event;
  - 13.2.3 the behaviour of the Customer's nominated officers and/or employees is abusive, disruptive or inappropriate;
  - 13.2.4 the Customer does not, within a reasonable time of City Lit's written request for the same, provide City Lit with information that is necessary for City Lit to enrol the Customer's nominated officers and/or employees on a Course(s) (including any information requested by City Lit in connection with Clause 6.1.3);
  - 13.2.5 because of unexpected limits on City Lit's resources which City Lit could not reasonably plan for; or
  - 13.2.6 a Course is not fully subscribed.
- 13.3 Where City Lit terminates the Contract in accordance with clauses 13.2.5 and 13.2.6, City Lit shall refund any money the Customer has paid in advance for a course that City Lit has not provided.
- 13.4 On termination of the Contract for any reason:

- 13.4.1 the Customer shall immediately pay to City Lit any outstanding sums payable to City Lit;
- 13.4.2 the Customer shall return all of City Lit's Materials which have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose other than receiving the Courses;
- 13.4.3 the parties' rights and remedies that have accrued as at termination shall be unaffected; and
- 13.4.4 conditions that expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. **Force majeure**

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "**Force Majeure Event**" means any event which hinders, delays or prevents performance of a party's obligations and which is either beyond that party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic, pandemic or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15. **General**

15.1 **Assignment and subcontracting**

15.1.1 City Lit may at any time assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under the Contract.

15.1.2 The Customer shall not assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under the Contract.

15.2 **Entire agreement**

The Contract (incorporating these Conditions) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that

it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of City Lit which is not set out in the Contract.

### 15.3 **Variation**

15.3.1 City Lit may at any time by written notice to the Customer alter the Contract as to:

15.3.1.1 the Course Description; and/or

15.3.1.2 the date for the performance of the Courses.

15.3.2 The Customer shall not vary the Contract except without City Lit's prior written consent.

### 15.4 **Waiver**

Except as set out in condition 2.5, no failure or delay by a party to exercise any right or remedy provided under the Contract or by Applicable Law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 15.5 **Severance**

If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this condition shall not affect the validity and enforceability of the rest of the Contract.

### 15.6 **Notices**

15.6.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

15.6.1.1 delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

15.6.1.2 sent by email to the email address specified in the Booking.

15.6.2 Any notice shall be deemed to have been received:

15.6.2.1 if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;

15.6.2.2 if sent by pre-paid first-class post, at 09:00 on the second Business Day after posting;

15.6.2.3 if sent by a signed-for next working day delivery service, at the time recorded by the delivery service; and

15.6.2.4 if sent by email, at 09:00 on the next Business Day after transmission.

15.6.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**15.7 Third party rights**

No one other than a party to the Contract shall have any right to enforce any of its terms.

**15.8 Relationship**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between City Lit and the Customer, constitute either party the agent of the other party or authorise either party to make or enter into any commitments for or on behalf of the other party.

**15.9 Governing law**

The Contract and any dispute or claim arising out of or in connection with it 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.

**15.10 Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).