**Terms and conditions of use**

**1.**

**Introduction**

**1.1**

These terms and conditions shall govern your use of our website.

**1.2**

By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

**1.3**

If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

**1.4**

You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

**1.5**

Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

**2.**

**Credit**

**2.1**

This document was created using a template from Docular (https://docular.net).

*You must retain the above credit. Use of this document without the credit is an infringement of copyright. However, you can purchase from us an equivalent document that does not include the credit.*

**3.**

**Copyright notice**

**3.1**

Copyright (c)2017 Evolve CPD

**3.2**

Subject to the express provisions of these terms and conditions:

1. we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
2. all the copyright and other intellectual property rights in our website and the material on our website are reserved.

**4.**

**Licence to use website**

**4.1**

You may:

1. view pages from our website in a web browser;
2. download pages from our website for caching in a web browser;
3. print pages from our website;
4. stream audio and video files from our website; and
5. use our website services by means of a web browser,

subject to the other provisions of these terms and conditions.

**4.2**

Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

**4.3**

You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

**4.4**

Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

**4.5**

Unless you own or control the relevant rights in the material, you must not:

1. republish material from our website (including republication on another website);
2. sell, rent or sub-license material from our website;
3. show any material from our website in public;
4. exploit material from our website for a commercial purpose; or
5. redistribute material from our website.

**4.6**

Notwithstanding Section 4.5, you may redistribute our newsletter in print and electronic form to any person.

**4.7**

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

**5.**

**Acceptable use**

**5.1**

You must not:

1. use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
2. use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
3. use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
4. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
5. access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
6. violate the directives set out in the robots.txt file for our website; or
7. use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

**5.2**

You must not use data collected from our website to contact individuals, companies or other persons or entities.

**5.3**

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

**6.**

**Registration and accounts**

**6.1**

You will be asked for your contact details when processing the payment for your course.

**7.**

**User login details**

**7.1**

If you register for an account with our website, [we will provide you with] OR [you will be asked to choose] a user ID and password.

**8.**

**Cancellation and suspension of account**

**8.1**

We may:

at any time in our sole discretion without notice or explanation.

**8.2**

**9.**

**Your content: licence**

**9.1**

In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

**9.2**

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to [use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media] OR [reproduce, store and publish your content on and in relation to this website and any successor website] OR [reproduce, store and, with your specific consent, publish your content on and in relation to this website].

**9.3**

You grant to us the right to sub-license the rights licensed under Section 9.2.

**9.4**

Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

**10.**

**Your content: rules**

**10.1**

You warrant and represent that your content will comply with these terms and conditions.

**10.2**

Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

**11.**

**Limited warranties**

**11.1**

We do not warrant or represent:

1. the completeness or accuracy of the information published on our website;
2. that the material on the website is up to date; or
3. that the website or any service on the website will remain available.

**11.2**

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

**11.3**

To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

**12.**

**Limitations and exclusions of liability**

**12.1**

Nothing in these terms and conditions will:

1. limit or exclude any liability for death or personal injury resulting from negligence;
2. limit or exclude any liability for fraud or fraudulent misrepresentation;
3. limit any liabilities in any way that is not permitted under applicable law; or
4. exclude any liabilities that may not be excluded under applicable law.

**12.2**

The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

1. are subject to Section 12.1; and
2. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

**12.3**

To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

**12.4**

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

**12.5**

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

**12.6**

We will not be liable to you in respect of any loss or corruption of any data, database or software.

**12.7**

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

**12.8**

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

**13.**

**Breaches of these terms and conditions**

**13.1**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

1. send you one or more formal warnings;
2. temporarily suspend your access to our website;
3. permanently prohibit you from accessing our website;
4. block computers using your IP address from accessing our website;
5. contact any or all of your internet service providers and request that they block your access to our website;
6. commence legal action against you, whether for breach of contract or otherwise; and/or
7. suspend or delete your account on our website.

**13.2**

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

**14.**

**Variation**

**14.1**

We may revise these terms and conditions from time to time.

**14.2**

[The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.] OR [We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.]

**14.3**

If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

**15.**

**Assignment**

**15.1**

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

**15.2**

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

**16.**

**Severability**

**16.1**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

**16.2**

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**17.**

**Third party rights**

**17.1**

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

**17.2**

The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

**18.**

**Entire agreement**

**18.1**

Subject to Section 12.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

**19.**

**Law and jurisdiction**

**19.1**

These terms and conditions shall be governed by and construed in accordance with English law.

**19.2**

Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of England.

**20.**

**Statutory and regulatory disclosures**

**20.1**

We are registered in *[trade register]*; you can find the online version of the register at *[URL]*, and our registration number is *[number]*.

**20.2**

Our VAT number is *[number]*.

**21.**

**Our details**

**21.1**

This website is owned and operated by Evolve CPD.

**21.2**

We are registered in England and Wales under registration number [number], and our registered office is at [address].

**21.3**

Our principal place of business is at *[address]*.

**21.4**

You can contact us:

1. by post, using the postal address given above;
2. using our website contact form;
3. by telephone, on the contact number published on our website from time to time; or
4. by email, using the email address published on our website from time to time.

**Terms and conditions of sale**

**1.**

**Credit**

**1.1**

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**2.**

**Introduction**

**2.1**

These terms and conditions shall govern the sale and purchase of products through our website.

**2.2**

You will be asked to give your express agreement to these terms and conditions before you place an order on our website.

**2.3**

This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

**3.**

**Interpretation**

**3.1**

In these terms and conditions:

1. "we" means Evolve CPD; and
2. "you" means our customer or prospective customer,

and "us", "our" and "your" should be construed accordingly.

**4.**

**Order process**

**4.1**

The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.

**4.2**

No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 4.

**4.3**

To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add thecourses you wish to purchase to your shopping cart, and then proceed to the checkout; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

**5.**

**Products**

**5.1**

We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

**6.**

**Prices**

**6.1**

Our prices are quoted on our website.

**6.2**

We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

**6.3**

All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.

**6.4**

It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

**7.**

**Payments**

**7.1**

You must, during the checkout process, pay the prices of the products you order.

**7.2**

Payments may be made by any of the permitted methods specified on our website from time to time.

**7.3**

If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.

**7.4**

If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

1. an amount equal to the amount of the charge-back;
2. all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
3. an administration fee of GBP 25.00 including VAT; and
4. all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 7.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 7.4.

**8.**

**Distance contracts: cancellation right**

**8.1**

This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

**8.2**

You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:

1. beginning upon the submission of your offer; and
2. ending at the end of 14 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, lots or pieces of something, 14 days after the day on which the last of those products, lots or pieces comes into your physical possession or the physical possession of a period identified by you to take possession of them).

**8.3**

In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 8, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

**8.4**

**8.5**

**8.6**

**8.7**

We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

**8.8**

Unless we have offered to collect the products, we will process a refund due to you as a result of a cancellation on the basis described in this Section 8 within the period of 14 days from purchasing the course.

**8.9**

**9.**

**Warranties and representations**

**9.1**

You warrant and represent to us that:

1. you are legally capable of entering into binding contracts;
2. you have full authority, power and capacity to agree to these terms and conditions;
3. all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and

**9.2**

We warrant to you that:

1. we have the right to sell thecourses that you buy

**9.3**

All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

**10.**

**Limitations and exclusions of liability**

**10.1**

Nothing in these terms and conditions will:

1. limit or exclude any liability for death or personal injury resulting from negligence;
2. limit or exclude any liability for fraud or fraudulent misrepresentation;
3. limit any liabilities in any way that is not permitted under applicable law; or
4. exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

**10.2**

The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

1. are subject to Section 10.1; and
2. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

**10.3**

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

**10.4**

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

**10.5**

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

**11.**

**Order cancellation**

**11.1**

We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:

1. you fail to pay, on time and in full, any amount due to us under that contract; or
2. you commit any breach of that contract.

**11.2**

You may cancel a contract under these terms and conditions immediately, by giving us written notice of termination, if we commit any breach of that contract.

**11.3**

We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

**12.**

**Variation**

**12.1**

We may revise these terms and conditions from time to time by publishing a new version on our website.

**12.2**

A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

**13.**

**Assignment**

**13.1**

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

**13.2**

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

**14.**

**No waivers**

**14.1**

No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

**14.2**

No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

**15.**

**Severability**

**15.1**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

**15.2**

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**16.**

**Third party rights**

**16.1**

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

**16.2**

The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

**17.**

**Entire agreement**

**17.1**

Subject to Section 10.1, these terms and conditions, together with our delivery policy and our returns policy, shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

**18.**

**Law and jurisdiction**

**18.1**

These terms and conditions shall be governed by and construed in accordance with English law.

**18.2**

Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

**19.**

**Statutory and regulatory disclosures**

**19.1**

We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

**19.2**

These terms and conditions are available in the English language only.

**19.3**

Our VAT number is *[number]*.

**20.**

**Our details**

**20.1**

This website is owned and operated by Evolve CPD.

**20.2**

We are registered in England and Wales under registration number *[number]*, and our registered office is at *[address]*.

**20.3**

Our principal place of business is at *[address]*.

**20.4**

You can contact us:

1. by post, using the postal address given above;
2. using our website contact form;
3. by telephone, on the contact number published on our website from time to time; or
4. by email, using the email address published on our website from time to time

**Privacy policy**

**1.**

**Introduction**

**1.1**

We are committed to safeguarding the privacy of our website visitors; in this policy we explain how we will treat your personal information.

**1.2**

[We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website.] OR [By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.]

**2.**

**Credit**

**2.1**

This document was created using a template from Docular (https://docular.net).

*You must retain the above credit. Use of this document without the credit is an infringement of copyright. However, you can purchase from us an equivalent document that does not include the credit.*

**3.**

**Collecting personal information**

**3.1**

We may collect, store and use the following kinds of personal information:

1. information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);
2. information that you provide to us when registering with our website (including your email address);
3. information that you provide when completing your profile on our website (including your name, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details);
4. information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);
5. information that you provide to us when using the services on our website, or that is generated in the course of the use of those services (including the timing, frequency and pattern of service use);
6. information relating to any purchases you make of our [goods] OR [services] OR [goods and/or services] or any other transactions that you enter into through our website (including your name, address, telephone number, email address and card details);
7. information that you post to our website for publication on the internet (including your user name, your profile pictures and the content of your posts);
8. information contained in or relating to any communication that you send to us or send through our website (including the communication content and metadata associated with the communication); and
9. any other personal information that you choose to send to us.

**3.2**

Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

**4.**

**Using personal information**

**4.1**

Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.

**4.2**

We may use your personal information to:

1. administer our website and business;
2. personalise our website for you;
3. enable your use of the services available on our website;
4. send you goods purchased through our website;
5. supply to you services purchased through our website;
6. send statements, invoices and payment reminders to you, and collect payments from you;
7. send you non-marketing commercial communications;
8. send you email notifications that you have specifically requested;
9. send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
10. send you marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
11. provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
12. deal with enquiries and complaints made by or about you relating to our website;
13. keep our website secure and prevent fraud; and
14. verify compliance with the terms and conditions governing the use of our website (including monitoring private messages sent through our website private messaging service).

**4.3**

If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.

**4.4**

Your privacy settings can be used to limit the publication of your information on our website, and can be adjusted using privacy controls on the website.

**4.5**

We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

**4.6**

All our website financial transactions are handled through our payment services provider, *[PSP name]*. You can review the provider's privacy policy at *[URL]*. We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

**5.**

**Disclosing personal information**

**5.1**

We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.

**5.2**

We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this policy.

**5.3**

We may disclose your personal information:

1. to the extent that we are required to do so by law;
2. in connection with any ongoing or prospective legal proceedings;
3. in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
4. to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
5. to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

**5.4**

Except as provided in this policy, we will not provide your personal information to third parties.

**6.**

**International data transfers**

**6.1**

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.

**6.2**

Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Russia, Japan, China and India.

**6.3**

Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

**6.4**

You expressly agree to the transfers of personal information described in this Section 6.

**7.**

**Retaining personal information**

**7.1**

This Section 7 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

**7.2**

Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

**7.3**

Without prejudice to Section 7.2, we will usually delete personal data falling within the categories set out below at the date/time set out below:

1. *[personal data type]* will be deleted *[date/time]*.

**7.4**

Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:

1. to the extent that we are required to do so by law;
2. if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
3. in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

**8.**

**Security of personal information**

**8.1**

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

**8.2**

We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

**8.3**

All electronic financial transactions entered into through our website will be protected by encryption technology.

**8.4**

You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

**8.5**

You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

**9.**

**Amendments**

**9.1**

We may update this policy from time to time by publishing a new version on our website.

**9.2**

You should check this page occasionally to ensure you are happy with any changes to this policy.

**9.3**

We may notify you of changes to this policy by email or through the private messaging system on our website.

**10.**

**Your rights**

**10.1**

You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:

1. the payment of a fee (currently fixed at GBP 10); and
2. the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

**10.2**

We may withhold personal information that you request to the extent permitted by law.

**10.3**

You may instruct us at any time not to process your personal information for marketing purposes.

**10.4**

In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

**11.**

**Third party websites**

**11.1**

Our website includes hyperlinks to, and details of, third party websites.

**11.2**

We have no control over, and are not responsible for, the privacy policies and practices of third parties.

**12.**

**Updating information**

**12.1**

Please let us know if the personal information that we hold about you needs to be corrected or updated.

**13.**

**Cookies**

**13.1**

Our website uses cookies.

**13.2**

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

**13.3**

Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

**13.4**

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

**13.5**

We use both session and persistent cookies on our website.

**13.6**

The names of the cookies that we use on our website, and the purposes for which they are used, are set out below:

1. we use cookies to recognise a computer when a user visits our website.

**13.7**

Most browsers allow you to refuse to accept cookies; for example:

1. in Firefox (version 51) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and
2. in Chrome (version 55), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

**13.8**

Blocking all cookies will have a negative impact upon the usability of many websites.

**13.9**

If you block cookies, you will not be able to use all the features on our website.

**13.10**

You can delete cookies already stored on your computer; for example:

1. in Firefox (version 51), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history" from the drop-down menu, clicking "Show Cookies", and then clicking "Remove All Cookies"; and
2. in Chrome (version 55), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Cookies and other site and plug-in data" before clicking "Clear browsing data".

**13.11**

Deleting cookies will have a negative impact on the usability of many websites.

**14.**

**Data protection registration**

**14.1**

We are registered as a data controller with the UK Information Commissioner's Office.

**14.2**

Our data protection registration number is ........

**15.**

**Our details**

**15.1**

This website is owned and operated by Evolve CPD

**15.2**

We are registered in England and Wales under registration number *[number]*, and our registered office is at *[address]*.

**15.3**

Our principal place of business is at *[address]*.

**15.4**

You can contact us:

1. by post, using the postal address given above;
2. using our website contact form;
3. by telephone, on the contact number published on our website from time to time; or
4. by email, using the email address published on our website from time to time.