



TERMS AND CONDITIONS

For Organisations Registering Employees as Learners for *Policing to Reduce Serious Violence: The Cambridge Online EBP Leaders' Short Course*

Please read these important terms and conditions before purchasing the services: ***Policing to Reduce Serious Violence: The Cambridge Online EBP Leaders' Short Course***; and check that the terms and conditions contain everything which you want and nothing to which you are not willing to agree.

In this contract:

- 'Cambridge Centre', 'we', 'us' or 'our' means the Cambridge Centre for Evidence-Based Policing Ltd.;
- 'Customer', 'you' or 'your' means the organisation purchasing the Online Course from us, including a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns, namely the learner(s) registered;
- 'Online Course' means the following services: ***Policing to Reduce Serious Violence: The Cambridge Online EBP Leaders' Short Course***;
- 'Learner' means each individual person registered by the Customer to take the Online Course; and
- 'Business Day' means a day other than a Saturday, Sunday, or bank or public holiday in England and Wales.

If you do not understand any of these terms and conditions and wish to discuss that, please contact us by email (chief@cambridge-ebp.co.uk).

Information About Us

We are the Cambridge Centre for Evidence-Based Policing Ltd.

Company registered in England and Wales under the Company Number: 08660094.

VAT Number: GB193651976.

Registered Office: Salisbury House, Station Road, Cambridge, CB1 2LA, United Kingdom.

Email Address: chief@cambridge-ebp.co.uk

Telephone Number: +44 (0) 1223 365 805



1 Introduction

- 1.1 If you purchase the Online Course from us, you agree to be legally bound by this contract.
- 1.2 This contract applies only to customers procuring services in the course of business or in furtherance of their sovereign activities.
- 1.3 This contract is only available in English. No other languages will apply to this contract.

2 Your Privacy and Personal Information

- 2.1 Our Privacy Policy is available at <https://www.cambridge-ebp.co.uk/privacy-policy>.
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to the personal information we receive from you and how to contact us and supervisory authorities if you have a query or complaint about the use of the personal information we receive from you.

3 The Online Course

- 3.1 The Online Course is a structured programme of lectures, tutorials and assessment. These services are delivered to the learner through our online learning platform and one-on-one live videocalls with a tutor.
- 3.2 The Online Course is organised into five core segments.
- 3.3 In total, the learner will have three tutorials and one assessment via one-on-one live videocall, with the live assessment including two tutors.



- 3.4 The learner will schedule one-on-one live videocalls with the tutor. One-on-one live videocalls may be available between 09:00–20:00 GMT/BST.
- 3.5 The learner must successfully complete all the segments, attend the three tutorials and pass the assessment within five weeks from the enrolment date.
- 3.6 Upon successful completion of the Online Course, the learner will receive a graduation certificate.

4 Pre-requisites

- 4.1 Before you place an order, you must check that the hardware and software requirements on the computer or device mean that the learner can access our online learning platform and attend the live videocalls. Please see the Key Technical Information in Appendix 1.
- 4.2 Before you place an order, you must acknowledge that the Online Course is only available in English and that each learner has a suitable command of the English language to take the Online Course.
- 4.3 When the learner takes the assessment, passport identification will be required. The learner will provide it to the tutor at the start of the assessment via one-on-one live videocall. The learner's name, date of birth and nationality will be recorded to protect the integrity of the Cambridge Centre's graduation certificates, which will include this information.

5 Ordering the Online Course from Us

- 5.1 Below, we set out how a legally binding contract between you and us is made.
- 5.2 You place an order for an Online Course by submitting a registration form on our website.



- 5.3 You must indicate the name and email address of each learner you wish to register in the Online Course.
- 5.4 Please read and check your order carefully before submitting it. However, if you need to correct any errors, please contact us immediately.
- 5.5 When you place your order, we will acknowledge it by email within two business days. This acknowledgement does not, however, mean that your order has been accepted.
- 5.6 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 5.6.1 The Online Course is unavailable (this may be because, for example, we have a shortage of staff);
 - 5.6.2 We have not received your invoicing details;
 - 5.6.3 There has been a mistake on the pricing or description of the Online Course.
- 5.7 We will only accept your order when we email you to confirm this (Confirmation Email). At this point:
- 5.7.1 A legally binding contract will be in place between you and us;
 - 5.7.2 Payment is owed; and
 - 5.7.3 We will carry out the services in the agreed manner.
- 6 Price and Payment**
- 6.1 The total price is £485.00 per learner.
- 6.2 The price of the Online Course:



- 6.2.1 Is in pounds sterling (£) (GBP); and
- 6.2.2 Excludes VAT.
- 6.3 You will pay any applicable VAT to us on receipt of a valid VAT invoice. (Whether a police agency must pay VAT depends on the country in which it is located and other factors which we are required to assess.)
- 6.4 We will invoice you in full, including any applicable VAT, when we send the Confirmation Email.
- 6.5 Payment in full must always be made in advance of our carrying out the services.
- 6.6 We accept the following method of payment:
 - 6.6.1 Bank transfer to the account we nominate in the invoice.
- 6.7 The payment is due within seven days from the day the invoice is issued. In the bank instruction form section labelled 'reference', you must quote the reference word and number that we provide in the invoice.
- 7 **Carrying Out of the Services**
 - 7.1 We must carry out the services within the period set out in the Confirmation Email.
 - 7.2 When payment is received, the learner will be notified of the enrolment date by email. If the enrolment date is not convenient, the learner may request a future date on which to start the Online Course.
 - 7.3 The learner will be provided with the enrolment details for the online learning platform and the tutor details no later than five days prior to the agreed enrolment date.
 - 7.4 On the agreed enrolment date, the Online Course starts and the learner has five weeks from that day to successfully complete it.



7.5 This contract for the supply of services will be deemed as performed five weeks from the agreed enrolment date regardless of the learner's successful completion of the Online Course, unless clause 7.6 applies.

7.6 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed.

8 Online Learning Platform Account

8.1 In order to access the online learning platform, the learner is required to create an account upon receiving the enrolment details.

8.2 The learner must not share the account credentials, particularly the username and password. We accept no liability for any losses or damages incurred as a result of the account credentials being shared by the learner. If the learner uses a shared computer or device, it is recommended that the learner does not save the account credentials in the Internet browser.

8.3 If the learner has reason to believe that the account credentials have been obtained by another person without consent, the learner should contact us immediately.

8.4 Either the learner or we may terminate the learner's account. If we terminate the account, the learner will be notified by email.

9 Permission to Use the Online Learning Platform

9.1 When the learner accesses the online learning platform, the learner will not own the multimedia content therein. Instead, we give the learner permission to use it for the purpose of our carrying out the services according to this contract.



- 9.2 The multimedia content is personal to the learner.
- 9.3 The multimedia content is non-exclusive to the learner.
- 9.4 The multimedia content may not be:
 - 9.4.1 Copied by the learner except for a reasonable number of necessary back-ups;
 - 9.4.2 Changed by the learner (which means, in particular, that the learner is not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);
 - 9.4.3 Combined or merged with, or used in, any other computer programme;
 - 9.4.4 Distributed or sold by you to any third party.
- 9.5 The online learning platform contains information which is owned by us or third parties or both. The learner must not conceal, change or remove any markings which show who owns this information.
- 9.6 Except where the learner has permission to use the multimedia content under this clause, you will not obtain any rights of ownership or other rights (of whatever nature) in the multimedia content or in any copies of it.
- 9.7 The learner must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful, either to or via our online learning platform.
- 9.8 We exercise all reasonable skill and care to ensure that our online learning platform is free from viruses and other malware. The learner is responsible for protecting his/her hardware, software, data and other material from viruses, malware and other Internet security risks. We accept no liability for any loss or damage resulting from a virus and other malware, or other harmful material that may adversely affect the learner's hardware, software, data or other material, that occurs as a result of the use of our online



learning platform (including the download of any multimedia content from it) or any other website or service to which we may provide a link.

- 9.9** The learner must not attempt to gain unauthorised access to any part of our online learning platform, the server on which our online learning platform is stored, or any other server, computer, or database connected to our platform.

10 Warranty

- 10.1** We warrant that, at the time of performance, the services shall:

10.1.1 Conform in all material respects to their description;

10.1.2 Be free from material defects;

10.1.3 Be supplied with reasonable care and skill.

- 10.2** We shall, at our option, remedy, re-perform or refund the services that do not comply with clause 10.1, provided that:

10.2.1 You serve a notice to us by email not later than three business days from performance; and

10.2.2 Such notice specifies that some or all of the services do not comply with clause 10.1 and identifies in sufficient detail the nature and extent of the defects; and

10.2.3 You give us a reasonable opportunity to examine the claim of the defective services.

- 10.3** The provisions of this contract shall apply to any services that are remedied or re-performed with effect from performance of the remedied or re-performed services.

- 10.4** Except as set out in this clause 10:



10.4.1 We give no warranties and make no representations in relation to the services;

10.4.2 We shall have no liability for our failure to comply with the warranty in clause 10.1; and

10.4.3 All warranties and conditions, whether express or implied by statute, common law or otherwise, are excluded to the extent permitted by law.

11 Limitation of Our Liability

11.1 The extent of our liability under or in connection with this contract (regardless of whether such liability arises in tort, contract or in any other way, and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.

11.2 Subject to clause 11.5, our total liability shall not exceed the sum of £485.00.

11.3 Subject to clause 11.5, we shall not be liable for consequential, indirect or special losses.

11.4 Subject to clause 11.5, we shall not be liable for any of the following (whether direct or indirect):

11.4.1 Loss of profit;

11.4.2 Loss or corruption of data;

11.4.3 Loss of use;

11.4.4 Loss of production;

11.4.5 Loss of contract;

11.4.6 Loss of opportunity;



11.4.7 Loss of savings, discount or rebate (whether actual or anticipated);

11.4.8 Harm to reputation or loss of goodwill.

11.5 Notwithstanding any other provision of this contract, our liability shall not be limited in any way in respect of the following:

11.5.1 Death or personal injury caused by negligence;

11.5.2 Fraud or fraudulent misrepresentation;

11.5.3 Any other losses which cannot be excluded or limited by law.

12 Termination

12.1 If this contract is terminated, it will not affect our right to receive any money which you owe to us under this contract.

13 Further Assurance

13.1 You shall at our request, and at your own cost, do all acts and execute all documents which are necessary to give full effect to this contract.

14 Entire Agreement

14.1 The parties agree that this contract constitutes the entire agreement between them and supersedes all previous agreements, understanding and arrangements between them, whether in writing or oral in respect of its subject matter.

14.2 Each party acknowledges that it has not entered into this contract in reliance on, and shall have no remedies in respect of, any representation or warranty not expressly set out in this contract.



15 Variation

15.1 No variation of this contract shall be valid or effective, unless it is in writing, refers to this contract, and is duly signed by, or on behalf of, each party.

16 Assignment

16.1 You may not assign, subcontract or encumber any right or obligation under this contract, in whole or in part, without our prior written consent.

17 Severance

17.1 If any provision of this contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this contract shall not be affected.

17.2 If any provision of this contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

18 Waiver

18.1 No failure, delay or omission by us in exercising any right, power or remedy provided by law or under this contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.



18.2 No single or partial exercise of any right, power or remedy provided by law or under this contract by us shall prevent any future exercise of it or the exercise of any other right, power or remedy by us.

19 Compliance with Law

19.1 You shall comply with applicable law and maintain such licences, authorisations and all other approvals, permits and authorities as are required to perform your obligations under or in connection with this contract.

20 Third Party Rights

20.1 No one other than a party to this contract has any right to enforce any terms of this contract.

21 Disputes

21.1 We will try to resolve any disputes with you quickly and efficiently.

21.2 If you are unhappy with our services or any other matter, please notify us via email as soon as possible. Please include reasonable information as to the nature of the dispute.

21.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

21.3.1 Let you know that we cannot settle the dispute with you; and

21.3.2 You may commence formal legal proceedings.

21.4 Either party may at any time seek urgent interim relief from the courts.



22 Governing Law

- 22.1 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

23 Jurisdiction

- 23.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this contract, its subject matter or formation (including non-contractual disputes or claims).



APPENDIX 1

Key Technical Information

The learner needs a computer or device with Internet access.

Online Learning Platform:

The learner must be able to access our online learning platform on an Internet browser: <https://www.courses.cambridge-ebp.co.uk>.

In order to use our online learning platform, the learner is required to create an account on our website when prompted.

The learner must be able to access multimedia content.

The learner must be able to download and save PDF, Word and Excel documents.

The learner must be able to edit Word and Excel documents.

Live Videocalls:

Our preferred videocall provider is Google Meet: <https://meet.google.com>.

The learner is not required to set up an account. The learner will be provided with a link that he/she must be able to access on an Internet browser.

The learner's computer must have microphone and camera capability.

When prompted by the tutor, the learner must be able to present his/her screen.

If the learner is unable to use Google Meet, please inform us immediately (chief@cambridge-ebp.co.uk) and we will endeavour to find a suitable alternative.