



Cerberus

You (the 'Customer'/'You'/'Your') must agree to these terms and conditions before ordering from Cerberus International Group ('we' 'us' 'Cerberus').

Clicking on the 'place order' button indicates that you agree with all terms and conditions stated herein. ***You should read these terms and conditions before placing an order, they contain important information.***

We have tried to state our terms and conditions as clearly as possible, however, if you have any queries at all about these terms and conditions, please do not hesitate to contact us.

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Definitions

Contract has the meaning set out in clause 4.5;

Digital Downloads means training materials (including but not limited to encompass books, presentations and videos) available for purchase and download on the **Cerberus** Website.

Goods means the goods purchased by you in accordance with the Contract.

Insolvency Event means a party: (i) enters liquidation; (ii) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (iii) proposes to make arrangements with its creditors or goes into liquidation; or (iv) suffers an event which, under the law of any jurisdiction, is equivalent to any of the acts or events specified above.

On-screen Assessment Platform - means the online software application which may be provided to you by **Cerberus** or a third party in accordance with the Contract.

Website means the **Cerberus** Website at <http://www.cerberus-international.co.uk>

Working Day means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

1. Terms

- 1.1 Subject to any variation under clause 3 the Contract (as defined below) shall be on these Terms and the Privacy Policy (as defined below) to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).
- 1.2 No terms or conditions endorsed on, delivered with or contained in your purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.3 These Terms apply to all Cerberus's sales of Goods to you and any variation to these Terms and any representations about the Goods shall have no effect



unless expressly agreed in writing and signed by a director of Cerberus. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Cerberus which is not set out in the Contract.

2. Who we are

Cerberus can be contacted directly by any of the means below:

- 2.1 Mail

UK Office

2.2 Telephone

UK –

2.3 Email

UK - info@cerberus-international.co.uk

2.4 Contacts

Director – Darren Duckitt

Director – Robert Tiffen

Director – Martin Grant

3. Email and attachments

- - 3.1 Cerberus will not send you an email with an attachment unless you specifically request it. We will not ask you to confirm any of your details by email. Should you receive an email with an attachment indicating that it is from Cerberus, and you have not specifically asked for the attachment, you should not open it as it may not be from us.
 - 3.2 All of Cerberus's e-mail enabled computers are running up-to-date antivirus software. Although every reasonable effort has been made to ensure that our computers are virus free, we cannot be held responsible for any loss or damage to computers or other equipment caused by opening a file from, or indicating that it is from, Cerberus.

4. Order process

- 4.1 Our privacy and cookies policy (<https://www.Cerberus-international.co.uk/TermsAndConditions.aspx>) (the 'Privacy Policy') sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our site you consent to such processing and you warrant that all data provided by you is accurate. It also sets out information about the cookies we use on our site.
- 4.2 Each order or acceptance of a quotation for Goods by you from Cerberus shall be deemed to be an offer by you to buy Goods subject to these conditions.
- 4.3 No order placed by You shall be deemed to be accepted by Cerberus until a written acknowledgement of the order is issued by Cerberus or (if earlier) Cerberus delivers the Goods to You.
- 4.4 You shall ensure that the terms of your order and any applicable specification are complete and accurate.
- 4.5 Any quotation is given on the basis that the Contract shall come into existence upon dispatch by Cerberus of the acknowledgement of order or, if earlier, dispatch of the Goods to you (the "Contract"). Any quotation is valid for



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a period of 30 days only from its date, provided that Cerberus has not previously withdrawn it.

5. Delivery

- 5.1 Unless a specific agreement has been made, the following will apply:
 - 5.1.1 for orders within mainland UK received before 17:00, the Goods will normally be dispatched the following Working Day. Orders will normally be dispatched using a 2 Working Day service. It should normally take no longer than 4 Working Days to receive the Goods. If you have not received the Goods within 4 Working Days please contact us; and
 - 5.1.2 for orders outside the UK, delivery charges may be shown as £0.00. You may be contacted before shipping to confirm the delivery costs.
- 5.2 If the delivery arrangements differ from above, you will be informed at the point of ordering, or by email as close as possible to the time of ordering.
- 5.3 At any time before your order is dispatched, you have the right to cancel your order without payment or prejudice.
 - 5.3.1 In the UK, Cerberus may charge interest at the higher of either 3% above Barclays Bank plc base rate or the rate as set out in the Late Payments of Commercial Debts Regulations.

6. The Goods

- 6.1 All Goods are subject to availability. As a result of continuous product improvement the specification or design of Goods may vary from that shown.
- 6.2 It is your responsibility to ensure the suitability of the Goods offered for any particular purpose prior to purchasing the Goods.

7. The On-screen Assessment Platform

- 7.1 Cerberus may during, and subject to the terms of, the Contract make available to you the On-screen Assessment Platform so that you can offer your customers the means to take examinations online.
- 7.2 Cerberus shall use reasonable endeavours to procure that the On-screen Assessment Platform is available for use by you 24 hours a day, seven days a week, subject to any planned, unscheduled and emergency maintenance of the On-screen Assessment Platform.
- 7.3 Cerberus warrants that it has and will maintain all necessary licences, consents and permissions necessary to provide you with the On-screen Assessment Platform.
- 7.4 You shall be responsible for ensuring that your network, hardware and systems are capable of using and/or are compatible with the On-Screen Assessment Platform.
- 7.5 Subject to clause 12.3 and without prejudice to clause 12.4, the obligation at clause 7.2 shall not apply to the extent that any delay or failure of the On-screen Assessment Platform is caused by your use of the On-screen Assessment Platform contrary to Cerberus's instructions (or contrary to clause 7.4), or modification or alteration of the On-screen Assessment Platform by any party other than Cerberus or Cerberus's duly authorised contractors or agents, and Cerberus:
 - 7.5.1 does not warrant that your use of the On-screen Assessment Platform will be uninterrupted or error-free, or that the On-screen Assessment Platform will meet your requirements; and
 - 7.5.2 is not responsible for any delays, failures (whether in whole or in part) of the On-screen Assessment Platform, or for any losses, claims, costs, expenses or damages resulting from any such delays or failures whether caused by Cerberus or any third party.
- It is Cerberus's recommendation that you hold hard copies of assessments in reserve to mitigate the risk of the failure of the On-screen Assessment Platform. Hard copies are available from Cerberus on request.

8. Digital Downloads

- 8.1 The content of our Digital Downloads do not constitute advice and should not be relied upon by you when making or refraining from making any decision.
- 8.2 Subject to clause 3, we will not be liable to you for any economic loss, loss of profit, loss of business, loss of data, loss of revenue, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever that arise out of or in connection with the content, purchase and/or download by you of:



- 8.2.1 the Digital Download; and/or
- 8.2.2 materials the same as or similar to the Digital Downloads that are not provided or created by Cerberus.

9. Copyright

- 9.1 You acknowledge and agree that Cerberus and/or its licensors own all intellectual property rights in the Goods. Except as expressly stated herein, the contract does not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Goods.
- 9.2 Subject to clause 3, no part of any publication, training materials, CD ROM, DVD, video production or any of Cerberus's works may be reproduced by you. These works may not be stored in a retrieval system, or transmitted in any form or by any means electronic, photocopying, recording or otherwise without prior written consent from Cerberus.
- 9.3 Notwithstanding clause 2, if the Goods you purchase from us include a Digital Download, you shall be entitled to download and use such Digital Downloads from the Website without a licence from us. All intellectual property rights in such Digital Downloads, as between you and us, shall be owned by us both before and after purchase by you of the Digital Download.
- 9.4 Goods provided to you on a preview only basis must not be used for training purposes until you purchase such Goods and/or must not be provided to and/or made accessible to any third party.
- 9.5 You must obtain our express written consent to allow you to employ the use of direct links to our website assets (PDFs, images or other artefacts) from your website. You can obtain this by emailing info@cerberus-international.co.uk.
- 9.6 Any direct links must be reasonable, proportionate and not place undue bandwidth requirements upon the Website.
- 9.7 If you fail, or we have reason to believe that you have failed, to comply with clauses 5 or 8.6 above, we reserve the right at our sole discretion to restrict your ability to directly link to said assets.

10. Prices and Payment

- 10.1 You shall pay for the Goods and services at the point at which you purchase the Goods via the Website, unless otherwise agreed in writing. The price of the Goods shall be confirmed prior to you purchasing the Goods.
- 10.2 All prices in our Catalogue, leaflets and on the Website are in GBP, exclude VAT and delivery and were correct when published. We reserve the right to change the advertised price before an order is placed. You shall be notified of such amended price prior to purchasing the Goods.
- 10.3 If you fail to make any payment due to Cerberus under the Contract by the due date for payment, Cerberus may charge interest at the higher of either 3% above Barclays Bank plc base rate or the rate as set out in the Late Payments of Commercial Debts Regulations. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amounts, whether before or after judgement. You will pay the interest together with the overdue amount.
- 10.4 Title to the Goods shall not pass to you until the earlier of:
 - 10.4.1 Cerberus receives payment in full (in cash or cleared funds):
 - 10.4.1.1 for the Goods; and
 - 10.4.1.2 for any other goods and services that Cerberus has supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 10.4.2 you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 6.
- 10.5 Until title to the Goods has passed to you, you shall:
 - 10.5.1 store the Goods separately from all other goods and ensure the Goods are readily identifiable as Cerberus's property;
 - 10.5.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 10.5.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 10.5.4 notify Cerberus immediately if it becomes subject to any of the events listed in clause 1; and



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- 10.5.5 give Cerberus such information relating to the Goods as Cerberus may require from time to time, and Cerberus shall have the right (acting reasonably) to enter your premises or a third party's premises where the Goods are stored to assess your compliance with clauses 9.5.1 to 9.5.5, in which case you agree to provide all cooperation and information reasonably requested by Cerberus.
- 10.6 Subject to clauses 7 and 9.8, you may resell or use the Goods in the ordinary course of business (but not otherwise) before Cerberus receives payment for the Goods. If you resell the Goods before that time:
 - 10.6.1 you do so as principal and not as Cerberus's agent; and
 - 10.6.2 title to the Goods shall pass from Cerberus to you immediately before the time at which you resell the Goods.
- 10.7 If before title to the Goods passes to you, you become subject to any of the events listed in clause 1, then, without limiting any other right or remedy, Cerberus may have:
 - 10.7.1 your right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 10.7.2 Cerberus may at any time:
 - 10.7.2.1 require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product; and
 - 10.7.2.2 if you fail to do so promptly, enter any of your premises or any premises of a third party where the Goods are stored in order to recover them.
 - 10.8 Cerberus may, at its option, terminate your right to resell or use the Goods as set out in clause 9.6, in which case Cerberus Qualifications shall have the right to enter any of your premises or any premises of a third party where the Goods are stored in order to recover them.

11. Delivery

- 11.1 For delivery timescales please refer to section 1.1.
- 11.2 Risk of loss or damage to the Goods shall pass to you upon delivery whether or not the Goods have been paid for.
- 11.3 Without prejudice to clause 5, damage to Goods must be noted at the time of delivery and claims must be notified to Cerberus within 14 days of delivery to you. Claims for non-delivery of Goods must be notified to Cerberus within 7 days of the invoice date.
- 11.4 Without prejudice to clause 5, faulty Goods will be accepted for return within 14 days of delivery to you if they are returned undamaged.
- 11.5 Without prejudice to clause 5, Goods returned to Cerberus without agreement or in a damaged condition will be rejected and returned to you at your cost.
- 11.6 Without prejudice to clause 5, proof of delivery of returned Goods must be retained by you. Returned videos obtained for preview should be sent by a first class recorded mail option.

12. Liability

- 12.1 This clause sets out Cerberus's entire liability to you.
- 12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.3 Nothing in the Contract excludes or limits our liability:
 - 11.3.1 for death or personal injury caused by our negligence; or
 - 11.3.2 if applicable under section 2(3), Consumer Protection Act 1987; or
 - 11.3.3 for any matter which it would be illegal for Cerberus to exclude or attempt to exclude its liability; or
 - 11.3.4 for fraud or fraudulent misrepresentation.
- 12.4 Subject to clause 3:
 - 11.4.1 Cerberus's total liability in contract (including pursuant to an indemnity) tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to a sum equal to the price paid by you for the Goods; and
 - 11.4.2 We shall not be liable to you for any pure economic loss, loss of profit, loss of business, loss of data, loss of revenue, depletion of goodwill or otherwise, in each case whether direct, indirect or



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consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

- 12.5 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Consumer Contract Regulations'). **If you are purchasing goods from us as a Consumer, the Terms of this Clause 5 will apply.**
- 12.6 You are entitled to a 14-day 'cooling off' period from the date you receive the Goods under the Consumer Contract Regulations, during which time you may return Goods purchased through the Website, subject to clause 7, for a refund or exchange, for any reason.
- 12.7 If you wish to exercise your rights under the Consumer Contract Regulations, you can do so by informing us of your intentions in writing or by completing the model cancellation form. Any refund will be limited to the cost of the Goods purchased. You must return the Goods to us within 14 Working Days of the date on which you notify us that you wish to cancel the Contract. You will be liable for all shipping costs incurred in returning the Goods to us. The Goods must be returned undamaged and unused. The Goods must be returned using a recorded and insured delivery service. Non-faulty items returned may be subject to a restocking fee.
- 12.8 Your refund will be issued within 14 days of receipt of the undamaged, unused Goods. We reserve the right not to issue a refund if, upon inspection, the Goods are found to have been used or damaged in any way. This does not affect your statutory rights.
- 12.9 In respect of Goods purchased within the European Economic Area, the right to cancel does not extend to any un-sealed audio or video recordings, computer software/files, personalised Goods or Goods made to a customer's specification, perishable Goods and/or services and any copyright protected training materials including Digital Downloads.

13. Termination

- 13.1 Cerberus may terminate this Agreement immediately if: (i) the Customer is in material breach of the Contract and, if remediable, has not remedied the breach within 20 (twenty) days of service of a notice requiring remedy of such breach; (ii) the Customer ceases to trade or is unable to pay its debts, suspends or threatens to suspend payment of its debts or enters into an Insolvency Event.

14. Personal Information and Data Protection

- 14.1 Please access our Privacy Policy for details as to how we use your personal data, available at <https://www.cerberus-international.co.uk/privacy-and-cookies>.
- 14.2 We will process your personal data in accordance with the General Data Protection Regulation 2018 and the Data Protection Act 2018.
- 14.3 Your credit/debit card details will be kept for the duration of the transaction for which they were supplied only. Upon satisfactory completion of the transaction, your credit/debit card details will be removed and destroyed. No record of them will be kept, electronically or otherwise.

15. Credit/Debit Card Payment

- 15.1 The secure credit/debit card processing service for this site has been provided by Paypal. Your details may be transferred to Paypal for the sole purpose of processing any transactions you have instigated.
- 15.2 Under no circumstances will your credit/debit card information be passed on, sold or loaned to any third party. Your credit/debit card information is kept for the duration of the transaction in question only. If you are in any doubt, we are happy to take credit/debit card payments over the phone or accept payment by cheque or bank transfer.
- 15.3 You should ensure that you have established a secure connection before supplying any credit/debit card information. For more information on how to tell if you are viewing a secure or non-secure site, please see your browser's documentation.

16. Assignment

- 15.1 Cerberus may assign the Contract or any part of it to any person, firm or company.
- 15.2 You shall not be entitled to assign the Contract or any part of it without the prior written consent of Cerberus.

17. Force majeure

- 17.1 Cerberus reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by you (without liability to



you) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Cerberus, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, you shall be entitled to give notice in writing to Cerberus to terminate the Contract.

18. General

- 18.1 Each right or remedy of Cerberus under the Contract is without prejudice to any other right or remedy of Cerberus whether under the Contract or not.
- 18.2 If any provision, clause or sub-clause of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by Cerberus in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by Cerberus of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19. Communications

For the UK office:

- 19.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
 - 18.1.1 (in case of communications to Cerberus) to its registered office or such changed address as shall be notified to the Customer by Cerberus; or
 - 18.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document that forms part of the Contract or such other address as shall be notified to Cerberus by the Customer.
- 19.2 Communications shall be deemed to have been received:
 - 18.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - 18.2.2 if delivered by hand, on the day of delivery; or(c) if sent by fax on a Working Day prior to 4.00pm, at the time of transmission and otherwise on the next Working Day.

For the international office

- 19.3 All communications between the parties about the Contract shall be in writing and sent electronically or by fax, or delivered by courier by hand:
 - 18.3.1 (in case of communications to Cerberus International) to its registered office or such changed address as shall be notified to the Customer by Cerberus International; or
 - 18.3.2 (in the case of communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to Cerberus International by the Customer.
- 19.4 Communications shall be deemed to have been received:



- 18.4.1 if sent electronically on a working day prior to 5.00pm, at the time of sending and otherwise on the next working day;
- 18.4.2 if sent by courier, two days (excluding Fridays, Saturdays and public holidays) after posting (exclusive of the day of posting); or
- 18.4.3 if delivered by hand, on the day of delivery and supported with a signature; or
- 18.4.4 if sent by fax on a working day prior to 5.00pm, at the time of transmission and otherwise on the next working day.

For information on our privacy and cookies policy, please #####.