

SKILLOGY LIMITED

Pay Per View Terms and Conditions

These Pay Per View Terms and Conditions (the "**Terms**") incorporate the [Web Site Terms and Conditions](#). Together they form a contract between you and Skillogy Limited ("**Skillogy**", "**Us**", "**We**" or "**Our**") for the Pay Per View Service. Skillogy is a company registered in England and Wales (company number 5116004) whose registered office is at Fallowfield House, Kennel Wood, Eshott, Morpeth, NE65 9FE. Our VAT registration is number 856 5483 85.

The Pay Per View Service

The Pay Per View Service is a web-based service which entitles you to license from Us online courses ("**Licensed Modules**") provided that you pay to Us the license fee (the "**License Fee**"). Please click here to view the [Web Site Terms and Conditions](#) which govern your use of the www.skillogy.com web site (the "**Site**").

Your Details

In order to use Our Pay Per View Service you must register your details with Us including your name, postal address and e-mail address and you must agree to Our processing of your personal details in accordance with [Our Privacy Statement](#). If you do not agree to [Our Privacy Statement](#) you should not subscribe to this service or use the Site. Upon receipt of your details We will send a confirmatory e-mail to you. You are solely responsible for all use of and for protecting the confidentiality of any email verification and password used by you in connection with this service. You may not share these with any third parties. You must notify Us immediately of any unauthorised use of them or any other breach of security regarding the Site that comes to your attention.

Pay Per View Help

Please ensure that you have read the [Pay Per View Help](#) section of the Site, which contains important information about costs, delivery times and general guidance on how to use the Pay Per View Service. The provisions of the [View Help](#) fact sheet form part of these terms and conditions.

Payment

Please click on the following link [License Fees](#) which contains important cost information in relation to this service.

All [license](#) fees for Licensed Modules set out on the Site are valid at the time of licensing, unless otherwise stated. All prices are inclusive of VAT. You authorise Us to debit your nominated payment card to recover all charges and amounts due and owing to Us. Your payment card will be debited the [License Fee](#) at the time of ordering the Pay Per View service. You confirm that the payment card that is being used is yours and there are sufficient funds or credit facilities to cover the [License Fee](#).

Validation Checks

All credit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to Us, We will not be liable for any delay or non-acceptance of orders.

Refund Policy

Under the Consumer Protection (Distance Selling) Regulations consumers normally have a right to cancel orders for the supply of services within 7 days of a contract being entered into. However, this cancellation right does not apply to the supply of services which are to be commenced within this 7 day period. You

agree therefore that your rights under the Consumer Protection (Distance Selling) Regulations do not apply in this instance due to the fact that Skillogy aims to provide you access to the Licensed Module under this Pay Per View service within one working day of receiving your order.

However, Skillogy may allow you to cancel an order by contacting the Skillogy Customer Services Team at support@skillogy.com provided that the processing of your order is still in the early stages (that is before your username and password has been released to You by Us).

Customer Queries or Complaints

If you have any queries or complaints concerning Our service, the licensing of any Licensed Module from the Site, the Site, technical problems etc, you can contact Skillogy Customer Services Team by Email: support@skillogy.com

Our Liability to You

We promise that all Licensed Modules will correspond with their relevant description on the Site, that they will be of satisfactory quality and fit for the purpose for which they are licensed. We also promise that any service We provide to you will be provided with reasonable skill and care. We exclude all other express or implied terms, conditions, warranties, or representations whatsoever with regard to any Licensed Modules or any information or service provided through the Site.

Save in the case of death or personal injury due to Our negligence or where we have acted fraudulently, Our total liability to you for any losses suffered by you will be limited to either the amount paid by you for the license fee for the Licensed Module or to the provision of a replacement copy of the Licensed Module concerned (at our sole discretion). We accept no liability for any indirect or consequential loss or damage, however caused, even if foreseeable.

The above limitations on Our liability do not affect your non-excludable statutory rights as a consumer. We exclude all liability to the extent permitted by law, for any costs, losses or damages resulting from or related to your use or attempted use of the Licensed Module in any country.

Except in respect of a payment obligation, neither party will be liable for any failure to perform any obligation owed to the other due to causes beyond its reasonable control, for example in the case of industrial disputes, Acts of God and technical difficulties.

Your Further Obligations to Us

You agree that you will not use the Licensed Module for any commercial or illegal purpose or for any other purpose prohibited by these Terms. You agree to abide by the terms of any copyright notice relating to and contained within the Licensed Module, for example, the prohibition on copying of any of the Licensed Module and/or licensing or otherwise supplying them to third parties. If you breach these Terms your permission to use the Site terminates immediately. We shall not be liable for any loss or damage from the illegal, incorrect or inappropriate use of the Licensed Module by you or anyone else whilst they are in your possession.

Waiver and Severance

Any failure, or delay by either party in exercising any right or remedy under these Terms shall not constitute a waiver of that, or any other, right or remedy. If any provision of these Terms is held to be invalid or unenforceable by any court or other competent authority, all other provisions will remain in full force and effect.

Assignment

You agree that We may assign any of Our rights and/or transfer, sub-contract or delegate any of Our obligations under these Terms. These Terms are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

Variation of these Terms

In the event that We alter these Terms We shall take all reasonable and appropriate steps to notify you of such changes, for example, by prominently displaying the amended version on the Site. If you do not agree to the amended Terms, please do not continue to use this Pay Per View Service.

Entire Agreement

These Terms, together with the [Privacy Statement](#), the Web-Site Terms and Conditions any order form and payment method instructions, if any, contain the entire agreement between you and Us. You acknowledge and agree that you have not entered into these Terms in reliance on any statement or representation of any person other than as expressly incorporated in these terms and conditions.

In the event of any conflict between these Terms and the [Web Site Terms and Conditions](#), these Terms shall prevail to the extent that such conflict relates to your use of this Pay Per View service.

Notices

All notices shall be given to Us via email at support@skillogy.com or to you at either the e-mail or postal address you provide during any registration or ordering process or by Us publishing relevant information on the Site.

Notice will be deemed received either when an email is received in full (or else on the next business day if it is received on a weekend or public holiday in the place of receipt), seven days from the date of posting where any notice is posted to you, or immediately upon publication of any relevant information on the Site.

Governing Law

These Terms are governed by and are to be construed in accordance with the Law of England. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms.

PRINT THIS PAGE